



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

Date: **Tuesday, August 11, 2020**

Time: 6:30 P.M. – Closed Session

7:00 P.M. – Regular Meeting

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

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

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

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

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

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

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

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

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

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.

6:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
pursuant to California Government Code section 54956.9(d)(1): Mark Owens Jordan v. City of Antioch, United States District Court Northern District of California Case No. 20-cv-04429-SK.

No reportable action

7:00 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

1. *INTRODUCTION OF NEW CITY EMPLOYEES*

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

2. ***PRESENTATION*** – Fire Chief Lewis Broschard, Contra Costa County Fire Protection District

3. **CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MINUTES FOR JUNE 23, 2020

Approved, 5/0

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

- B. 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.

- C. APPROVAL OF COUNCIL MINUTES FOR JULY 28, 2020

Continued, 5/0

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

- D. APPROVAL OF ADJOURNED REGULAR COUNCIL MEETING MINUTES FOR JULY 31, 2020

Continued, 5/0

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

- E. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

- F. REJECTION OF CLAIM: SARBJIT CHOCHAN AND HARPREET SINGH

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted by Sarbjit Chohan and Harpreet Singh.

CONSENT CALENDAR – Continued

G. SECOND READING – THE RANCH MASTER DEVELOPMENT PLAN (GP-20-01, MDP-20-01) (*Introduced on 07/28/20*)

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

Ord. No. 2188-C-S adopted, 5/0

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

Ord. No. 2189-C-S adopted, 5/0

- 2) Adopt an ordinance rezoning the property to Planned Development and adopting the development standards.

H. AUTHORIZE RESPONSE TO THE GRAND JURY REPORT “POLICE DEPARTMENT STAFFING” REPORT 2004

Reso. No. 2020/123 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Mayor to sign and submit the City of Antioch's response to the Contra Costa Civil Grand Jury Report No. 2004, "Police Department Staffing".

I. ANTIOCH MUNICIPAL RESERVOIR AQUATIC VEGETATION REMOVAL PROJECT (P.W. 453-1)

Reso. No. 2020/124 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the Fiscal Year 2019/20 Capital Improvements Budget to change the \$100,000 funding from the General Fund to the Water Enterprise Fund for the Antioch Municipal Reservoir Aquatic Vegetation Removal ("Project").

J. SUNSET AND BEAR RIDGE BOOSTER PUMP STATION UPGRADES (P.W. 355-G)

Reso. No. 2020/125 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the agreement with CD & Power for the purchase of two trailer mounted portable generators for use at the Sunset and Bear Ridge Booster Pump Stations ("Agreement") in the amount of \$114,932.10 and authorizing the City Manager to execute the Agreement.

CONSENT CALENDAR – Continued

- K.** RESOLUTION ADOPTING THE MEASURE J GROWTH MANAGEMENT PROGRAM COMPLIANCE CHECKLIST FOR REPORTING CALENDAR YEARS 2018 AND 2019 FOR THE SALES TAX/TRANSPORTATION INITIATIVE

Reso. No. 2020/126 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution finding the City of Antioch in compliance with the Growth Management requirements of Measure “J”.

- L.** BRIGHT SECURITY INTEGRATIONS SOLE SOURCE REQUEST FOR CAMERA DATA STORAGE FEES AND MISCELLANEOUS REPAIRS, PROJECTS, AND NEW INTEGRATIONS

Reso. No. 2020/127 adopted, 5/0

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

- 1) Approving a sole source request;
- 2) Approving an agreement between the City and Bright Security Integrations for camera data storage fees, repairs, projects, and new integrations among Public Works, Police, City Hall, and other City facilities as needed for a total contract amount not to exceed \$189,269.92 and
- 3) Authorizing the City Manager to execute the Agreement.

- M.** RESOLUTION APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH AL FRESCO LANDSCAPING, INC. INCREASING THE CONTRACT AMOUNT FOR ADDITIONAL LANDSCAPE ENHANCEMENT SERVICES IN VARIOUS RIGHTS-OF-WAYS THROUGHOUT THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS (SLLMDS) AS ALLOWABLE

Reso. No. 2020/128 adopted, 5/0

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

- 1) Approving a first amendment to the Agreement with Al Fresco Landscaping, Inc. including an increase to the contract in the amount of \$600,000 for FY 2020-21 to FY 2022-23 for a total contract amount not to exceed \$1,304,800, for an additional 130 days of landscape enhancement services per year; and
- 2) Authorizing the City Manager to execute the first amendment to the Agreement with Al Fresco Landscaping, Inc. in a form approved by the City Attorney.

CONSENT CALENDAR – Continued

N. RESOLUTION APPROVING AGREEMENT FOR WATER PARK REPAIR AND MAINTENANCE SERVICES WITH SOLE SOURCE JUSTIFICATION

Reso. No. 2020/129 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a sole source maintenance services agreement between the City and National Aquatic Services (“NAS”) for the Antioch Water Park in an amount not to exceed \$70,000 and authorizing the City Manager to execute the maintenance services agreement.

O. COMPENSATION STUDY

Reso. No. 2020/130 adopted, 5/0

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

- 1) Approving a Consulting Services Agreement between the City and Koff & Associates (“Agreement”) in the amount of \$82,200; and
- 2) Authorizing the City Manager to execute the Agreement; and
- 3) Authorizing the City Manager or designee to make the appropriate FY21 General Fund budget adjustment to pay for the Agreement.

P. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE ANTIOCH UNIFIED SCHOOL DISTRICT FOR THE COMCAST INTERNET ESSENTIAL SPONSORED SERVICES PROGRAM

Reso. No. 2020/131 adopted, 5/0

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

- 1) Approving an agreement between the City of Antioch and the Antioch Unified School District (“AUSD”) in an amount not to exceed \$66,000 to support AUSD’s participation in the Comcast Internet Essentials Sponsored Services Program for the purpose of providing internet services to 1,000 or more households with AUSD students in the City of Antioch, and
- 2) Authorizing the City Manager to execute such agreement provided that the terms, conditions, and form of the agreement are acceptable to the City Manager and the City Attorney.

PUBLIC HEARING

4. DENSITY BONUS ORDINANCE AMENDMENTS (Z-20-02)

To 08/25/20 for adoption, 5/0

Recommended Action: It is recommended that the City Council introduce an ordinance amending Title 9 of Chapter 5 of the Antioch Municipal Code related to residential density bonuses.

5. PRELIMINARY DEVELOPMENT PLAN FOR UNITED PACIFIC GAS STATION/ CONVENIENCE STORE/CAR WASH (PDP-20-01)

Feedback provided to the applicant and staff

Recommended Action: It is recommended that the City Council provide feedback to staff regarding the proposal and provide direction to the applicant for any future entitlement submittal.

COUNCIL REGULAR AGENDA

6. DISCUSSION ON ANTIOCH SMALL BUSINESS COVID-19 RECOVERY, RETENTION, AND THRIVING PLAN CONCEPTS

Direction provided to staff and the Commission

Recommended Action: It is recommended that the City Council provide direction on the Economic Development Commission's recommendation for the Antioch Small Business COVID-19 Recovery, Retention, and Thriving Plan ("Plan").

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

Received and filed

Recommended Action: It is recommended that the City Council receive and file the status update on the Brackish Water Desalination Project ("Project").

8. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$250 PER PARTICIPANT

Appointed Council Member Ogorchock as the Voting Delegate;

Mayor Pro Tem Motts as the Alternate Delegate, 5/0

Recommended Action: It is recommended that the City Council appoint a Voting Delegate and Alternate Delegate for the 2020 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$250.

PUBLIC COMMENT

STAFF COMMUNICATIONS

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


MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*
Motioned to adjourn meeting at 9:46 p.m., 5/0

CITY OF
ANTIOCH
CALIFORNIA

INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

➤ Finance Director Dawn Merchant would like to introduce:

- Mark Hadox, Accountant I.

➤ Community Development Director Forrest Ebbs would like to introduce:

- Fabian Velazquez Magana, Code Enforcement Officer.

➤ Police Chief Tammany Brooks would like to introduce:

- Diane Nieves, Police Records Technician.
- Antonio Quintanilla, Police Records Technician.
- Lisa Reinke, Crime Analyst.
- Dustin Dibble, Police Officer.
- Matthew Mulholland, Police Officer.
- Joshua Egan, Police Officer.

➤ Public Works Director/City Engineer John Samuelson would like to introduce:

- Manuel Hicks, Water Treatment Plant Maintenance Worker II.
- Matthew Taylor, Water Treatment Plant Supervisor.
- Brian Pitts, Lead Street Maintenance Worker.
- Kasey Slick, Maintenance Worker I.
- Trino Barajas, Public Works Inspector.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
FIRE • RESCUE • EMS

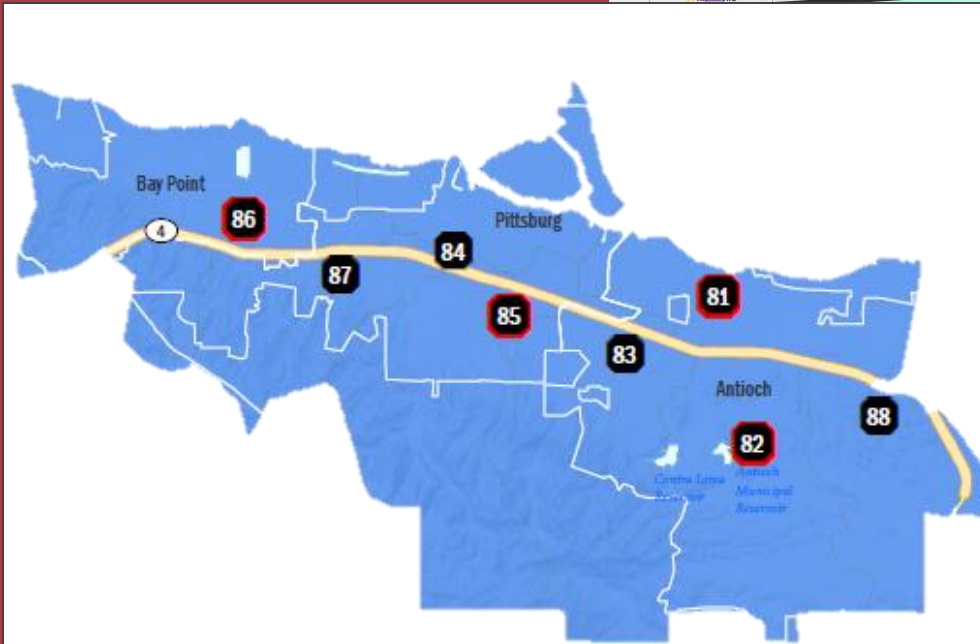
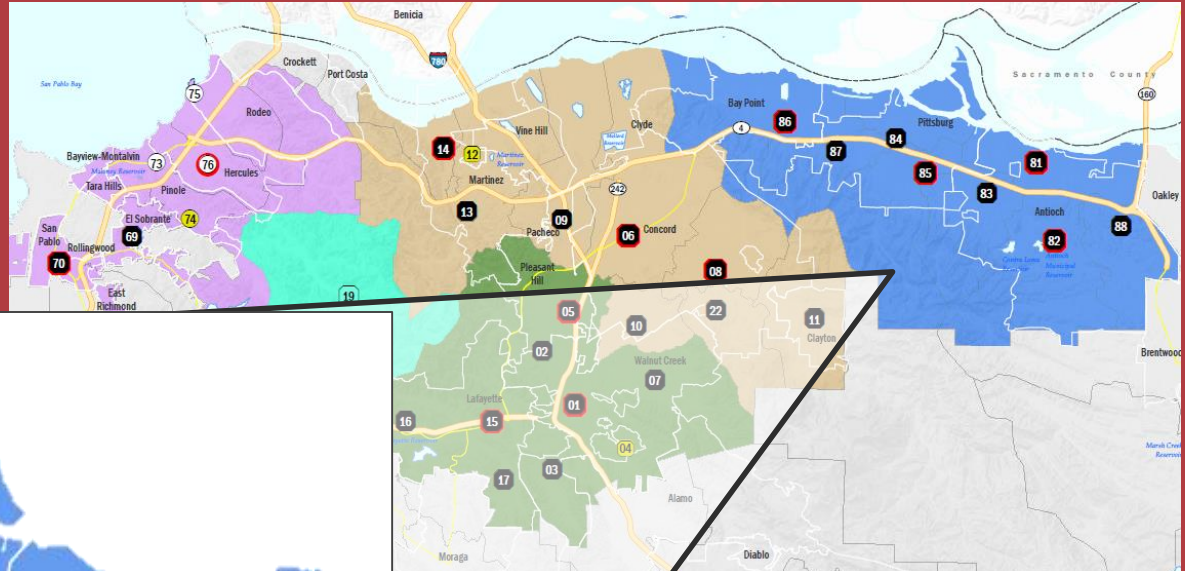
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT OVERVIEW FOR CITY LEADERS

City of Antioch
City Council Presentation
August 11, 2020



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

IN ANTIOCH, WE ARE YOUR FIRE “DEPARTMENT”





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

A NEW WILDLAND FIRE “NORMAL”

- Earlier and longer fire seasons are the new normal in California
- This season promises to be no different than past two years
 - Rains followed by long dry spell have created high fuel load
 - In June nearly fourfold increase in grass and vegetation fires
 - Predictions for summer and fall -- continued heat, low humidity and winds
 - Setting stage for long, challenging and unpredictable fire season
- 2020 fire season will be dangerous in and around Antioch





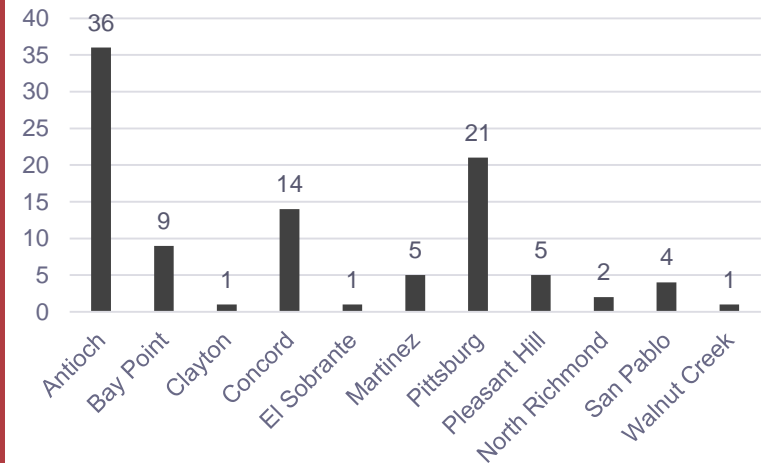
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

FIREWORKS - A GROWING THREAT

- June and July saw significant increase in illegal fireworks use
- June grassfires increased nearly 400%
 - Many caused by fireworks
- We responded to 99 fires July 3–5
 - A month's worth of fires in three days
 - 13 structure fires July Fourth weekend, many fireworks related
- 63 grass, structure and other fires burned District-wide from 7 p.m. to midnight, July 4
 - Prompting single engine responses to all but structure fires
- Fireworks related injuries increased as compared with previous years

Fires by City, July 3-5, 2020





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

FIRE INCIDENTS COMPARISON – 2019/20

| City of Antioch | 2019 | 2020 YTD (6/30) | % of 2019, 50% through year |
|---|---------------|-----------------------|--------------------------------------|
| Total Incidents | 14,236 | 6,931 | 49% |
| Vegetation & Exterior Fires | 315 | 183 | 58% |
| Vehicle Fires | 98 | 58 | 59% |
| Structure Fires | 172 | 66 | 38% |
| Fire Alarms | 295 | 142 | 48% |
| (Fire Alarm Responses) | >1,000 | | |
| 5150 PD Request | 1,085 | 564 | 52% |
| EMS, Vehicle Accidents, Rescue Calls | 11,365 | 5,555 | 49% |



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

FIRE PREVENTION IN ANTIOCH

| City of Antioch State Mandated Fire Inspections | Total Mandated | Initial Inspection Conducted | % Complete as of July 31, 2020 |
|---|-------------------|------------------------------------|---|
| Hotels/Motels | 6 | 3 | 50% |
| Apartments | 645 | 596 | 93% |
| Residential Care Facilities/Group Homes | 7 | 2 | 29% |
| Schools | 31 | 15 | 48% |
| High Rise Buildings | 0 | 0 | NA |
| Total Inspections | 689 | 616 | 89% |



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

CONTINUED IMPROVEMENTS FOR A SAFER REGION

PREVENTION

- Exterior Hazards Program
- Fire Dozer Program
- "Crew 12" Hand Crew

PLANNING

- Prepositioning Program
- Residents Guide to Wildfire Prep & Evacuation
- Personnel Recall Policy Changes

RESOURCES

- Multiple Fleet Improvements
 - Two Type-6 Wildland Fire Engines
 - Two 2,000 Gallon Water Tenders
 - Second Fire Dozer
 - Reserve Apparatus Fleet
- REACH Helicopter Program Partnership
- 115 Portable Radios

TECHNOLOGY

- ALERTWildfire Cameras
- Situational Awareness Digital Tools
- Community Warning System



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

COMMUNITY DEVELOPMENT

- Secured commitments for establishment of CFDs with certain developers
 - AMCAL multi-family housing
 - Richland Properties "The Ranch"
- Continued work with future developments
- Need ongoing city support and commitment to provide CFD funding for ongoing operations as a result of new development

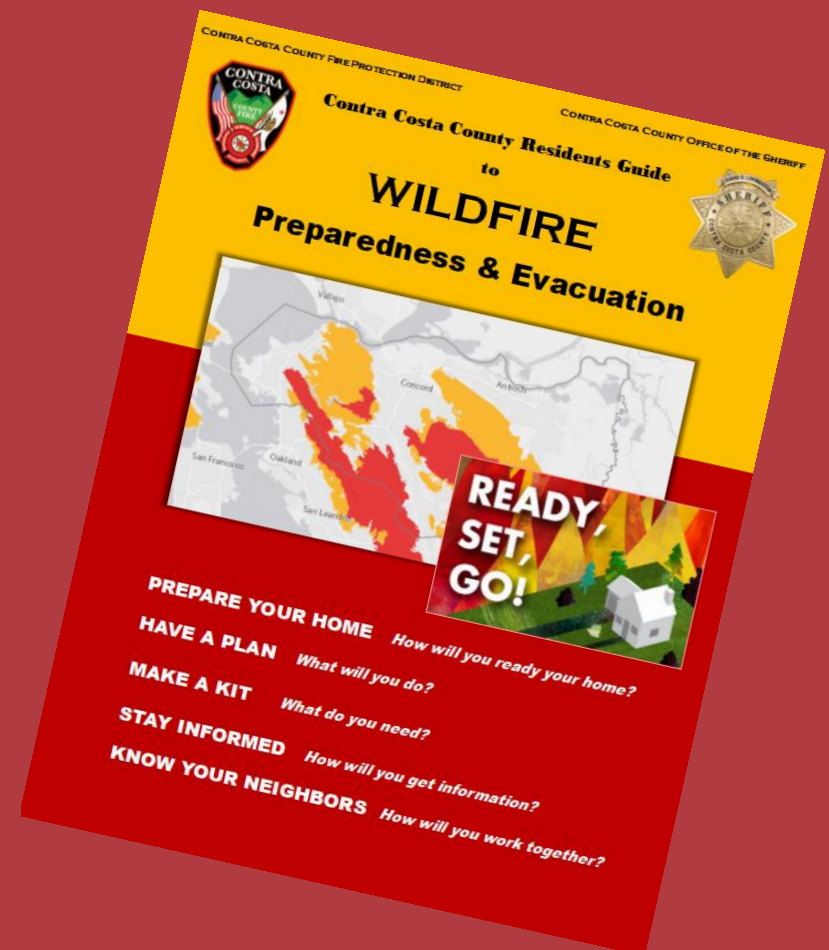




CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

CITIZEN INVOLVEMENT IS KEY IN ANY DISASTER

- We can't do it alone
- The "FIRST" first responder is the resident who prepares in advance
- Property owners, families, neighbors must work together – ahead of the disaster
- This is the place to start for wildland fire and other disasters...





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

QUESTIONS?



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

Our Mission

Contra Costa County Fire Protection District exists to provide you, your family and our communities with professional services dedicated to the preservation of life, property and the environment

Our Vision

We are a recognized fire service leader that strives to become the premier fire organization that honors the past, recognizes the challenges of the present and will continue to raise the bar of excellence into the future



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

OUR CIVILIAN LEADERSHIP

Fire District Board of Directors

The County Board of Supervisors meets in its capacity as the Board of Directors of the Contra Costa County Fire Protection District on a monthly basis to discuss and make decisions about the District



Advisory Fire Commission

The Commission acts as an important link between the District and the communities we serve





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

OUR DISTRICT TODAY

- Evolved from multiple fire-agency consolidations
- Full-service district providing fire suppression/prevention, emergency medical, rescue, ambulance transport and public education programs
- Serving one of the most diverse counties in the state
- Providing fire and emergency medical services to more than a million people across 304-square-mile District, and through mutual aid, in and around the 20 cities and unincorporated communities of the County
- Twenty-six fire stations, 28 companies, and more than 400 employees
- In 2018, responded to 74,822 fire and EMS incidents and dispatched 94,836 ambulances





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

WHAT CITIZENS CAN EXPECT

Before



- Red Flag weather
- Public Safety Power Outages
- Early warning signs
- Citizen reports
- 911 Calls
- Smoke visible

During



- Media reports
- Community Warning System messaging
- Evacuation warnings/orders
- Shelter in place orders
- Road closures

After



- Evacuation/Shelter in Place orders lifted
- Roads reopened
- Shelters established
- American Red Cross
- Recovery assistance



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

WHAT CAN CITIZENS DO?

- Read and take to heart the county Residents Guide
 - Sign up for CWS
 - Prepare home and property for wildfire
 - Develop a family evacuation plan
 - Make an evacuation kit “GO Bag”
 - Stay informed
 - Know and work with your neighbors – plan for special needs
 - Prepare for PSPS
- Available at www.cccfpd.org and www.cwsalerts.com





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

CONTINUED FOR 2020 – THE PSPS

- PG&E implementing precautionary measures to reduce risk of wildfires
- When extreme fire danger conditions threaten electric systems -- may necessitate Public Safety Power Shutoffs
- Suggesting customers prepare for outages in excess of 48 hours
- Presenting unique challenges for residents and first responders, alike

PUBLIC SAFETY
POWER
SHUTOFF

- PG&E promises:
 - Early Warning Notification – alerts before shutting off power
 - Ongoing Updates – through social media, local news, web
 - Safety Inspections – in affected areas before restoration
 - Power Restoration – outages could last multiple days depending on the severity of the weather and other factors

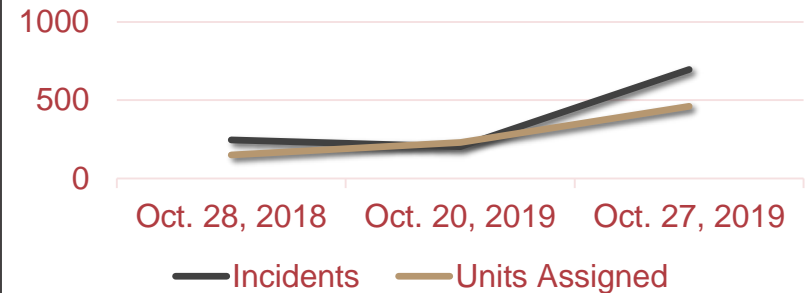


CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

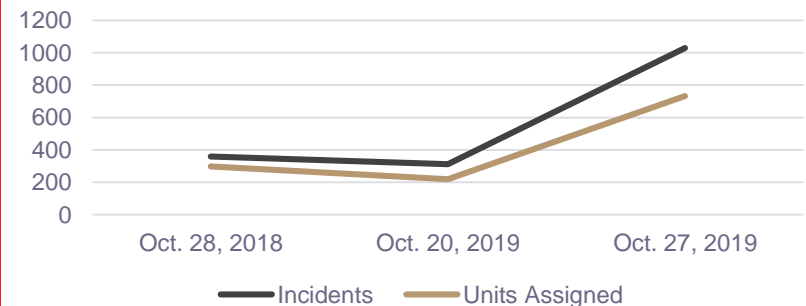
ON OCT. 27 A WIND-DRIVEN WILDFIRE “SIEGE”

- Driven by historically high winds – up to 75 mph
- Unprecedented near-continuous series of eight wildfires in 18-hour period – midnight 10/26 - 6 pm, 10/27
- And, a major commercial fire and a mass-casualty event
- Each fire represented exceptional danger to life and property across the County

**Year-over-Year and Previous Sunday Comparisons
Con Fire**



County-Wide



**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting
7:00 P.M.**

**June 23, 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.

6:15 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.

REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 1 FROM THE MAY 26, 2020 REGULAR CITY COUNCIL MEETING: Antioch Police Officers Association v. City of Antioch et al., Contra Costa Superior Court Case No. 19-0170.

City Attorney Smith reported the City Council had been in Closed Session on May 26, 2020 and gave the following report: On motion by Mayor Wright, seconded by Councilmember Motts the City Council unanimously approved the settlement agreement which became effective on June 10, 2020.

Mayor Wright called the meeting to order at 7:00 P.M., and Minutes Clerk Eiden called the roll.

Present: Council Members Wilson, Thorpe, Ogorchock Motts 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

In Honor of Parks and Recreation Month, July 2020

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

Director of Parks and Recreation Kaiser and Parks and Recreation Commission Chair Arce accepted the *In Honor of Parks and Recreation Month* proclamation and thanked the City Council for the recognition.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously suspended the rules and moved Regular Agenda Items #8 and 10 as the next order of business.

8. CREATION OF CITY-WIDE LIGHT POLE BANNER PROGRAM, PROVIDE DIRECTION TO STAFF ON THE PROPOSED LOCATIONS OF THE CITY MARKETING AND VETERANS MEMORIAL BANNER PROGRAMS, AUTHORIZING THE PURCHASE OF BANNERS AND MATERIALS FROM SIERRA DISPLAY INC. FOR AN AMOUNT NOT TO EXCEED \$77,000, AND EXECUTION OF AN AGREEMENT WITH SIERRA INSTALLATIONS FOR THE INSTALLATION OF THE CITY MARKETING BANNERS FOR AN AMOUNT NOT TO EXCEED \$13,000

City Manager Bernal introduced Regular Agenda Item #8.

Director of Economic Development Reed presented the staff report dated June 23, 2020 recommending the City Council adopt a resolution for the creation of a City-wide Light Pole Banner Program, provide direction to staff on the proposed locations of the City marketing and Veterans Memorial Banner programs, and authorize the City Manager to purchase banners and materials from Sierra Display, Inc., for an amount not to exceed \$77,000 and execute an agreement with Sierra Installations, Inc., for the installation of City marketing banners for an amount not to exceed \$13,000.

J. R. Wilson representing Delta Veteran's Group thanked the Director of Economic Development Reed and City Manager Bernal for working on the program with them. Additionally, he thanked the City Council for their work on the Veteran's Memorial. He presented the staff report (exhibit 5) dated June 23, 2020.

Tom Lamonthe, Antioch resident, spoke in support of the Antioch Veteran's Memorial Banner Expansion Proposal. He thanked Councilmember Ogorchock for honoring Veterans and Council for their support of the program.

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

Loretta Mosnada, Contra Costa Blue Star Moms, provided written comment outlining the High Schools Memorial Program and their support of the Antioch Veteran's Memorial Banner Expansion Proposal.

Gil Murillo, Antioch resident, and Vicky Robinson provided written comment in support of the Antioch Veteran's Memorial Banner Expansion Proposal.

In response to Councilmember Motts, Director of Economic Development Reed provided examples of the banners.

Councilmember Motts proposed exchanging the light pole locations in front of Deer Valley High School with additional locations on Lone Tree Way.

Councilmember Ogorchock thanked the Delta Veteran's Group, American Legion and VFW for their participation in the program. She reported that in the past, Council supported Veteran's banners extending from the freeway to the Veteran's memorial on "L" Street and she felt those plans should continue. She also supported expanding the program to active military members and adding City Park/Veteran's Park as a banner location.

Councilmember Thorpe voiced his support of expanding the Veteran Banner Program and suggested their banners be consistent with the City's banner program.

Councilmember Wilson thanked Director of Economic Development Reed and J. R. Wilson for the presentation. She voiced her support for continuing Veteran's banners along "L" Street.

Councilmember Ogorchock requested the banner program be completed along "L" Street prior to expanding into other areas of Antioch.

J.R. Wilson agreed to include the remainder of "L" Street in their program and confirmed that they would be willing to add color to be consistent with the city's banner program.

In response to Councilmember Thorpe, Director of Economic Development Reed stated that they could consider adding a banner at the entrance to the Water Park.

In response to Councilmember Ogorchock, Director of Economic Development Reed discussed the marketing program for the City.

Councilmember Ogorchock reiterated her support for completing the banner program along the "L" Street corridor.

Mayor Wright spoke in support of expanding the Veteran banner program and placing their banners in front of Deer Valley High School. He also supported giving the Veteran's banner committee the option to place their banners in other areas that designated for the city's banner program.

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

Following discussion, the motion was amended to increase the amount to not to exceed \$100,000 with direction given to Director of Economic Development Reed to work with the non-profit and provide additional pole locations where appropriate.

RESOLUTION NO. 2020/98

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution for the creation of a City-wide Light Pole Banner Program, providing direction to staff on the proposed locations of the City marketing and Veterans Memorial Banner programs, and authorized the City Manager to purchase banners and materials from Sierra Display, Inc., for an amount not to exceed \$100,000 and execute an agreement with Sierra Installations, Inc., for the installation of City marketing banners for an amount not to exceed \$13,000.

10. RESOLUTION EXPRESSING ITS SUPPORT FOR APPROVAL OF THE INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE ("LET ANTIOCH VOTERS DECIDE" INITIATIVE)

City Manager Bernal introduced Regular Agenda Item #10.

City Attorney Smith presented the staff report dated June 23, 2020 recommending the City Council consider whether to adopt a resolution expressing its support for approval of the Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line ("Let Antioch Voters Decide" Initiative).

Alicia Guerra from Buchalter representing Oak Hill Park Company and Richfield Real Estate Corporation provided written comment advising Council that their action to endorse the Initiative was premature until the Appeals Court ruled on the pending appeal filed by Save Mount Diablo. They also questioned why the City Council would consider supporting an initiative that may be found in violation of Senate Bill 330. They requested that the City Council decline to adopt the resolution of support for the Let Antioch Voters Decide Initiative.

Seth Adams, Land Conservation Director for Save Mount Diablo, Juan Pablo Galvan, Senior Land Use Manager for Save Mount Diablo and Dick Schneider, Sierra Club spoke in support of Council adopting the resolution.

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

Timothy Donahue Founder and Former Chair of the Delta Group of the Sierra Club, Lucy Meinhardt and Joanna Garavanta, East Bay Chapter of the Native Plant Society, provided written comment in support of Council adopting the resolution.

RESOLUTION NO. 2020/99

On motion by Councilmember Thorpe, seconded by Councilmember Wilson the City Council unanimously adopted a resolution expressing support for approval of the Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line ("Let Antioch Voters Decide" Initiative).

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS - None

PUBLIC COMMENTS

Velma Wilson, Antioch resident, thanked City staff, Mayor Wright and Councilmembers Motts, Wilson and Ogorchock for supporting the Antioch Juneteenth Celebration. She discussed the importance of celebrating unity and spoke in support of creating a memorial to honor Thomas Gaines.

Larry Zhang, Business owner, reported that due to a fire and Covid-19 his business had been struggling. He commented that he had received citations from the city for trash and graffiti, which were the result of transients breaking into his property. He felt the City should be doing more to assist businesses during this time and not issuing citations.

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

Mark Jordan, Antioch resident, provided written comment expressing concern regarding the recent actions by Council and stating that he would not support their reelection efforts unless their course of action changed.

Michelle Turner, Antioch resident, provided written comment questioning how the City Council would be addressing the homeless issue.

Emily Bonzi, Antioch resident, provided written comment in support of Police Reform and the formation of a Community Oversight Committee for the Antioch Police Department.

Kelli Collins, Antioch resident, provided written comment her expressing disappointment that Council had not approved the formation of an Ad Hoc Committee on Police Reforms. She supported Council looking into the issues of policing and systemic racism. She requested the City address the hiring of Officer Mellone and investigate Human Resources policies.

Fanny Guardado, Antioch resident, provided written comment questioning how the City Council would be addressing the homeless issue.

Alliyah Thomas, Antioch resident, provided written comment calling for the resignations of Officer Mellone and Corporal Aiello.

Kevin McMannenan, Antioch resident, provided written comment expressing his disappointment that Council had not approved the formation of an Ad Hoc Committee on Police Reform. He supported an Oversight program for the Antioch Police Department. He expressed concern regarding comments made by Corporal Aiello and asked for the results of the investigation of Officer Mellone.

MA, Antioch resident, provided written comment calling for the resignations of Officer Mellone and Corporal Aiello.

Lacey Brown provided written comment calling for the resignation of Officer Mellone and in support of a civilian oversight agency for the Antioch Police Department.

Leshia West, Antioch resident, provided written comment thanking the City for their support of the "Let Freedom Ring" Juneteeth celebration.

Shagoofa Khan, Antioch resident, provided written comment expressing concern regarding negative comments made toward Councilmembers Thorpe and Wilson. She thanked them for their efforts to create change and requested an update on the investigation of Officer Mellone.

Megan Watson, Antioch resident, provided written comment calling for the removal of Officer Mellone and Corporal Aiello from the Antioch Police Department. She requested an update on the investigation of Officer Mellone. She expressed concern that Council had not approved the formation of an Ad Hoc Committee on Police Reform.

Benjamin Fish, Brentwood resident, provided written comment calling for the removal of Officer Mellone and Corporal Aiello from the Antioch Police Department.

Manuel Sidrian, Antioch resident, provided written comment in support of the City providing services and programs for the homeless.

Patricia Granados, Antioch resident, provided written comment in support of policy reforms for the Antioch Police Department. She requested an update on the investigation of Officer Mellone.

Sara B, Antioch resident, provided written comment in support of additional training for the Antioch Police Department.

Frank Sterling, Antioch resident, provided written comment regarding police misconduct and in support of defunding the Antioch Police Department to reallocate funds to social services. He also supported the removal of Corporal Aiello from Antioch Police Department.

Audrey Davis, Antioch resident, provided written comment expressing concern that the Council had not approved the formation of an Ad Hoc Committee on Police Reform. She questioned when town hall meetings would be scheduled, and encouraged Council to participate in a community gathering on June 24, 2020 at 3:00 P.M.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Ogorchock reported on her attendance at the Mayor and Councilmember Virtual Educational Forum.

Councilmember Wilson announced Tri Delta Transit would be meeting on June 24, 2020.

Councilmember Motts reported on her attendance with Mayor Wright at a community conversation at Grace Bible Fellowship Church lead by Pastor Smith.

Councilmember Thorpe reported on his participation in the Homeless Encampment Task Force meeting and announced Tri Delta Transit would be meeting on June 24, 2020.

MAYOR'S COMMENTS

Mayor Wright thanked Claryssa and Velma Wilson as well as City staff for organizing the Juneteenth event. He thanked everyone involved.

PRESENTATION

Sarah Meacham, Managing Director Public Finance Management (PFM), gave the Investment Performance Review for the Quarter Ended March 31, 2020.

PUBLIC COMMENT – CONTINUED

Shay Davis expressed concern that Council had not moved forward any ideas for how to address Police Reform in Antioch and that Officer Mellone remained employed by the City.

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3. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MINUTES FOR MAY 26, 2020**
 - B. **APPROVAL OF COUNCIL MINUTES FOR JUNE 9, 2020**
 - C. **APPROVAL OF SPECIAL MEETING MINUTES FOR JUNE 16, 2020**
 - D. **APPROVAL OF SPECIAL MEETING MINUTES FOR JUNE 18, 2020**
 - E. **APPROVAL OF COUNCIL WARRANTS**
 - F. **APPROVAL OF SUCCESSOR AGENCY WARRANTS**
 - G. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - H. **REJECTION OF CLAIMS: ABDUL NEVAREZ AND PRISCILLA NEVAREZ**
 - I. **ORDINANCE NO. 2185-C-S SECOND READING – 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 (Introduced on 06/09/20)**
 - J. **ORDINANCE NO. 2186-C-S SECOND READING – ORDINANCE REVISING THE MAYOR PRO TEMPORE SELECTION PROCESS (Introduced on 06/09/20)**
 - K. **RESOLUTION NO. 2020/100 AUTHORIZING A LOCAL EARLY ACTION PLANNING (“LEAP”) GRANT APPLICATION**
 - L. **RESOLUTION NO. 2020/101 AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE VARIOUS GRANT AGREEMENTS AND AMENDMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**
 - M. **RESOLUTION NO. 2020/102 APPROVING AND AUTHORIZING THE TRANSFER OF A CITY OF ANTIOCH PARCEL TO DAVIDON HOMES FOR THE CONSTRUCTION OF COUNTRY HILLS DRIVE**
 - N. **RESOLUTION NO. 2020/103 APPROVING THE FINAL MAP AND IMPROVEMENT PLANS FOR PARK RIDGE UNIT 3 SUBDIVISION 9517 (DAVIDON HOMES) AND ANNEXING TO CITY WIDE LIGHTING AND LANDSCAPING DISTRICT 10 ZONE 1 (PW 674-3)**

- O. **RESOLUTION NO. 2020/104 HONEYWELL BUILDING SOLUTIONS HVAC SERVICE CONTRACT RENEWAL**
- P. **RESOLUTION NO. 2020/105 SECOND AMENDMENT TO THE BRIGHT SECURITY INTEGRATIONS AGREEMENT**
- Q. **RESOLUTION NO. 2020/106 AUTHORIZING THE FILING OF APPLICATION FOR PERMANENT EASEMENT ON CONTRA COSTA CANAL PROPERTY ALONG BUCHANAN ROAD FROM UNITED STATES BUREAU OF RECLAMATION**
- R. **RESOLUTION NO. 2020/107 OFFICE OF TRAFFIC SAFETY (“OTS”) 2021 STEP GRANT – APPROVAL AND ALLOCATION OF GRANT FUNDS**
- S. **RESOLUTION NO. 2020/108 OFFICE OF TRAFFIC SAFETY (“OTS”) 2021 TRIP GRANT – APPROVAL AND ALLOCATION OF GRANT FUNDS**
- T. **RESOLUTION NO. 2020/109 STATEMENT OF INVESTMENT POLICY**

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

Item O – City Manager Bernal introduced Item O.

The following public comment was read into the record by Administrative Services Director Mastay.

Gil Murillo, Antioch resident, provided written comment suggesting that item O should have been submitted out for other bidders, especially minority owned businesses.

Director of Public Works/City Engineer Samuelson responded that Honeywell had been the city’s HVAC contractor and staff felt it was in the City’s best interest to continue to use them because they could provide the best price, service, and value for the City.

On motion by Councilmember Ogorchock, seconded by Councilmember Motts the City Council unanimously approved Item O.

PUBLIC HEARING

- 4. **ADOPTION OF RESOLUTION AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PERMANENT LOCAL HOUSING ALLOCATION GRANT FUNDS**

City Manager Bernal introduced Public Hearing Item #4.

Director of Community Development Ebbs introduced CDBG Housing Consultant House who presented the staff report dated June 23, 2020 recommending the City Council take the following actions: 1) Approve the use of PLHA grant funds for the purpose of 1) assisting persons who are experiencing or at risk of homelessness; 2) housing rehabilitation and the development of accessory dwelling units; and 3) creating homeownership opportunity for Antioch workers and renters earning from 80 percent to 120 percent of the area median income. 2) Adopt a resolution authorizing the application for, and receipt of, PLHA grant funds from the State of California.

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

In response to Mayor Wright, CDBG/Housing Consultant House explained that provided HCD accepted the proposal, they were guaranteed to get the first year of funding.

Councilmember Motts and Councilmember Wilson thanked CDBG/Housing Consultant House for bringing this program forward.

CDBG/Housing Consultant House explained that this item would continue programs that had been established. She noted they would be applying for the maximum amount.

RESOLUTION NO. 2020/110

On motion by Ogorchock, seconded by Motts the City Council unanimously adopted a resolution authorizing the application for, and receipt of, PLHA grant funds from the State of California.

5. RESOLUTION ACCEPTING AND ADOPTING THE PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2020-2025, AND THE NECESSARY FY2019-21 BUDGET ADJUSTMENTS (P.W. 150-20)

City Manager Bernal introduced Public Hearing Item #5.

Director of Public Works/City Engineer Samuelson recognized the project team for putting the CIP together and presented the staff report dated June 23, 2020 recommending the City Council conduct a public hearing to adopt the resolution approving the City's Five-Year Capital Improvement Program ("CIP") 2020-2025 and the necessary FY2019-21 budget adjustments.

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

RESOLUTION NO. 2020/111

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously adopted the resolution approving the City's Five-Year Capital Improvement Program ("CIP") 2020-2025 and the necessary FY2019-21 budget adjustments.

6. EMERGENCY SHELTER (“ES”) ZONING ORDINANCE AND MAP AMENDMENTS

City Manager Bernal introduced Public Hearing Item #6.

Director of Community Development Ebbs presented the staff report dated June 23, 2020 recommending the City Council introduce an ordinance amending Antioch Municipal Code Sections 9-5.203 and 9-5.3839 regarding emergency shelters and amending the Zoning Map to introduce the Emergency Shelter (“ES”) Zoning Overlay to the specified properties.

Mayor Wright opened the public hearing.

Andrew Becker questioned if the County fairgrounds was a viable location for the homeless trailers program and if shower facilities, and a community kitchen could be provided.

Mike Stewart stated he believed the Fulton Shipyard Road location was unsafe for children due to hazards associated with the City’s transfer station. He also felt there were no services available for children or families in the area.

Anthony Fierros, Antioch resident, requested the City Council vote no on rezoning 301 W. 10th Street since it was a residential area and there was a fire department on the adjacent property. He also felt there was no infrastructure in place to support the use.

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

Lucy Meinhardt provided written comment in support of Council approving the Emergency Shelter Zoning Ordinance.

Kathryn Fitzpatrick provided written comment expressing concern that the public hearing notice had not contained information on how to respond to Council in writing. She expressed concern for the City incurring ongoing costs associated with the trailer use. She supported placing the trailers on County or State property with adjoining services.

Don Bright, Antioch resident, provided written comment opposing the Emergency Shelter overlay proposal for the sites identified and suggested the City choose more appropriate locations for this purpose.

Susan Welch, Antioch resident, provided written comment opposing the Emergency Shelter Zoning Amendment and in support of the Planning Commission’s recommendation to look for other ways to address this issue.

Fire Chief Broussard provided written comment expressing concern for rezoning the property at 301 West 10th Street. He noted that location was adjacent to a Fire Station which is a 24-hour facility, that had experienced various security intrusions.

Sheilagh Driscoll, Antioch resident, provided written comment in support of the Planning Commissioner recommendation because she felt the RV park at the fairgrounds was a more suitable location.

Mark Barbanica, Antioch resident, provided written comment in opposition to placing the emergency trailers in residential neighborhoods, particularly in District 2.

Karen Anderson, Antioch resident, provided written comment in opposition to placing the Emergency Shelter Zoning at the proposed locations and in support of placing the trailers at the fairgrounds.

Mayor Wright closed the public hearing.

In response to Councilmember Motts, City Manager Bernal clarified that the idea of using the fairgrounds was vetted; however, the fairgrounds manager had indicated that it did not qualify.

A motion was made by Councilmember Thorpe to table this item. Councilmember Motts seconded the motion.

Councilmember Motts reported that the Transitional Housing Ad Hoc Committee was considering other options. She noted that the Fitzuren site could be considered for a safe overnight parking area. She explained that there was a tremendous expense associated with not addressing this issue and they would be continuing to look for options to create a better quality of life for all of Antioch by addressing temporary transitional housing that would allow them to move into permanent housing.

Councilmember Ogorchock stated she did not believe any of the proposed sites were viable options. She expressed concern that the 180-day limit would create a situation in which families would have to relocate during a school year. She further noted after the families relocated, the trailers would have to be remodeled and they would also have a short life expectancy when being lived in full time.

Councilmember Thorpe reported additional follow up from the Transitional Housing Ad Hoc Committee and City Manager Bernal would add clarity.

Mayor Wright suggested if infrastructure was needed there may be an opportunity for the City to provide that at the fairgrounds.

On motion by Councilmember Thorpe, seconded by Councilmember Motts the City Council unanimously tabled the introduction an ordinance amending Antioch Municipal Code Sections 9-5.203 and 9-5.3839 regarding emergency shelters and amending the Zoning Map to introduce the Emergency Shelter ("ES") Zoning Overlay to the specified properties.

COUNCIL REGULAR AGENDA

7. DISCUSSION ON ANTIOCH SMALL BUSINESS COVID-19 STIMULUS AND RECOVERY/RETENTION PLAN CONCEPTS

City Manager Bernal introduced Regular Agenda Item #7.

Director of Economic Development Reed and Economic Development Chair Kilbourne and Commissioners Nicks and Kalsbeek presented the staff report dated June 23, 2020 recommending the City Council discuss Antioch Small Business COVID-19 Stimulus and Recovery/Retention Plan concepts and recommend next steps.

Andrew Becker spoke in support of incentivizing the community to spend money locally. He also felt the City should provide financial and technical assistance to struggling businesses. Mayor Wright thanked the Economic Development Commission (EDC) for their recommendations and noted these items could be offered to businesses on an ongoing basis for business retention.

Councilmember Motts thanked the EDC for their recommendations. She suggested the City consider allowing downtown restaurants to utilize parking spaces in front of their businesses for outside dining. She requested a cost analysis for the Business Recovery Plan recommendations. She suggested staff provide businesses with information on how to open with safety guidelines in place to address Covid-19 restrictions.

Director of Economic Development Reed explained that the use of parking fields in front of businesses was being utilized by some businesses and the outdoor dining application allowed for that accommodation. He noted staff was working on this option with businesses to ensure that they could perform at their highest level.

Councilmember Wilson thanked Director of Economic Development Reed for the report and the EDC for their recommendations. She supported a retention plan to support small businesses that were struggling during the Covid-19 crisis.

Councilmember Ogorchock thanked Director of Economic Development Reed and the EDC for their recommendations. She suggested that businesses operating at less than 100% capacity be provided with business license reductions. She stated that she wanted to make sure businesses that received small business loans used the money appropriately. She requested more detail on what would be included in the in-kind support from City departments. She discussed the importance of making sure staffing levels would be appropriate to oversee grant applications.

In response to Councilmember Ogorchock, Director of Economic Development Reed clarified that no businesses had come forward requesting assistance. He reported that some had indicated that they had been successful at getting the Emergency Injury Disaster Loan (EIDL) or Paycheck Protection Program (PPP) assistance.

Councilmember Ogorchock stated she looked forward to a future presentation on the recommendations.

Councilmember Thorpe commended staff and the EDC on the report and stated that incentives for small businesses could evolve from the recommendations. He suggested the EDC develop long term opportunities.

Mayor Wright reported that due to Covid-19 the City had not utilized the advertising budget so a portion that money could be reallocated to some of these programs. He requested the EDC, Director of Economic Development Reed and the subcommittee identify recommendations to support business that could be implemented quickly and bring them back for Council consideration as soon as possible.

Director of Economic Development Reed stated he would work with the subcommittee and the EDC to bring a recommendation back to Council.

Mayor Wright thanked the subcommittee for their hard work.

By previous action of Council Agenda Items #8 and #10 were moved to follow the Proclamation.

**9. URGENCY ORDINANCE EFFECTING THE EXPIRATION OF THE CITY OF ANTIOCH
EVICION MORATORIUM URGENCY ORDINANCE IN RECOGNITION OF THE
CONTRA COSTA COUNTY MORATORIUM ON EVICTIONS AND RENT INCREASES**

City Manager Bernal introduced Regular Agenda Item #9.

City Attorney Smith presented the staff report dated June 23, 2020 recommending the City Council adopt the urgency ordinance effecting the expiration of the City of Antioch's temporary moratorium on evictions.

The following public comment was read into the record by Administrative Services Director Mastay.

Ralph Garrow, Antioch resident, provided written comment in support of the staff recommendation to adopt the urgency ordinance.

In response to Councilmember Motts, City Attorney Smith confirmed that the County Ordinance had been extended through July 15, 2020 at which time they would review and determine whether to extend.

ORDINANCE NO. 2187-C-S

On motion by Councilmember Ogorchock, seconded by Councilmember Motts the City Council unanimously adopted the urgency ordinance effecting the expiration of the City of Antioch's temporary moratorium on evictions.

By previous action of Council Agenda Items #8 and #10 were moved to follow the Proclamation.

PUBLIC COMMENTS

The following public comment was read into the record by Administrative Services Director Mastay.

Salina Salgamo provided written comment expressing concern regarding the actions of Councilmember Thorpe.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Councilmember Ogorchock commended Claryssa Wilson for organizing the Juneteenth event and requested a proclamation for memorializing Thomas Gaines Day. She also suggested designating the property owned by Thomas Trost as an historical site with a small monument. She wished everyone a great summer break.

Councilmember Motts requested staff agendize an update on the status of the Homeless Coordinator position and a discussion on transitional housing options.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adjourned the meeting at 10:49 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 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.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 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 July 28, 2020

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of July 28, 2020.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 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 Adjourned Regular Meeting Minutes of July 31, 2020

RECOMMENDED ACTION

It is recommended that the City Council continue the Adjourned Regular Meeting Minutes of July 31, 2020.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JULY 17 - JULY 30, 2020
CHECK/FUND#

100 General Fund

Non Departmental

| | | | |
|----------|---------------------------------|-------------------------|-----------|
| 00389262 | PARRA, JOSEPH VICTOR | CHECK REPLACEMENT | 250.00 |
| 00389293 | ANYTIME FITNESS | PAYROLL DEDUCTIONS | 39.00 |
| 00389317 | CONTRA COSTA COUNTY | PAYROLL DEDUCTIONS | 400.00 |
| 00389347 | LINA | PAYROLL DEDUCTIONS | 3,849.84 |
| 00389356 | MUNICIPAL POOLING AUTHORITY | PAYROLL DEDUCTIONS | 2,161.12 |
| 00389357 | MUNICIPAL POOLING AUTHORITY | PAYROLL DEDUCTIONS | 962.00 |
| 00389362 | OPERATING ENGINEERS LOCAL 3 | PAYROLL DEDUCTIONS | 3,835.00 |
| 00389365 | PARS | PAYROLL DEDUCTIONS | 5,478.20 |
| 00389372 | PLANET FITNESS | PAYROLL DEDUCTIONS | 21.99 |
| 00389385 | STATE OF CALIFORNIA | PAYROLL DEDUCTIONS | 100.00 |
| 00389386 | STATE OF CALIFORNIA | PAYROLL DEDUCTIONS | 200.00 |
| 00389443 | AFLAC | INSURANCE PREMIUM | 6,044.18 |
| 00389453 | BLUE SHIELD LIFE | INSURANCE PREMIUM | 4,195.95 |
| 00389470 | DELTA DENTAL | PAYROLL DEDUCTIONS | 43,343.12 |
| 00389472 | DEPT OF CONSERVATION | PAYROLL DEDUCTIONS | 2,553.92 |
| 00389489 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED | 3,162.50 |
| 00389504 | RANEY PLANNING & MANAGEMENT | CONSULTING SERVICES | 255.00 |
| 00937383 | ANTIOCH PD SWORN MGMT ASSOC | PAYROLL DEDUCTIONS | 880.00 |
| 00937384 | ANTIOCH POLICE OFFICERS ASSOC | PAYROLL DEDUCTIONS | 21,615.79 |
| 00937385 | APWEA | PAYROLL DEDUCTIONS | 4,169.35 |
| 00937394 | NATIONWIDE RETIREMENT SOLUTIONS | PAYROLL DEDUCTIONS | 39,983.88 |
| 00937399 | VANTAGEPOINT TRANSFER AGENTS | PAYROLL DEDUCTIONS | 6,742.53 |
| 00937400 | NATIONWIDE RETIREMENT SOLUTION | PAYROLL DEDUCTIONS | 25,758.91 |

City Attorney

| | | | |
|----------|---------------------------------|-------------------------|-----------|
| 00389380 | SHRED IT INC | SHRED SERVICES | 165.98 |
| 00389452 | BEST BEST AND KRIEGER LLP | LEGAL SERVICES RENDERED | 16,712.80 |
| 00389458 | COLE HUBER LLP | LEGAL SERVICES RENDERED | 8,568.66 |
| 00389486 | JACKSON LEWIS LLP | LEGAL SERVICES RENDERED | 11,167.50 |
| 00389489 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED | 82.50 |
| 00389492 | LEXISNEXIS | LEXIS SUBSCRIPTION | 222.00 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 54.25 |
| 00937386 | CANON FINANCIAL SERVICES | COPIER LEASE | 98.89 |

City Manager

| | | | |
|----------|------------------------------|---------------------------|----------|
| 00389264 | PES ENVIRONMENTAL INC | CONSULTING SERVICES | 5,500.00 |
| 00389282 | VOLER STRATEGIC ADVSIORS INC | CONSULTING SERVICES | 8,000.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 2.21 |
| 00389310 | CASEY PRINTING INC | MEASURE C MAILER | 3,317.92 |
| 00389396 | VOLER STRATEGIC ADVSIORS INC | CONSULTING SERVICES | 8,000.00 |
| 00389466 | COSTCO | VARIOUS BUSINESS EXPENSES | 41.02 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 92.26 |
| 00937386 | CANON FINANCIAL SERVICES | COPIER LEASE | 98.90 |

City Clerk

| | | | |
|----------|------------------------|-------------------|----------|
| 00389380 | SHRED IT INC | SHRED SERVICES | 83.00 |
| 00389404 | CITY CLERK ASSOCIATION | ANNUAL MEMBERSHIP | 210.00 |
| 00389475 | EIDEN, KITTY J | MINUTES CLERK | 3,210.00 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 522.83 |

City Treasurer

| | | | |
|----------|--------------------|-------------------|----------|
| 00937578 | PFM ASSET MGMT LLC | ADVISORY SERVICES | 8,825.76 |
|----------|--------------------|-------------------|----------|



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Human Resources

| | | | |
|----------|--------------------|--------------------------|----------|
| 00389212 | BANK OF AMERICA | RECRUITMENT SERVICES | 2,554.70 |
| 00389246 | IEDA INC | PROFESSIONAL SERVICES | 5,056.33 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 209.28 |
| 00389380 | SHRED IT INC | SHRED SERVICES | 165.97 |
| 00389443 | AFLAC | INSURANCE PREMIUM | 89.82 |
| 00389470 | DELTA DENTAL | DENTAL INSURANCE PREMIUM | 124.36 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 228.61 |

Economic Development

| | | | |
|----------|--------------------------|---------------------------|-----------|
| 00389217 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 73.17 |
| 00389232 | DUALHARE INC | CONSULTING SERVICES | 16,500.00 |
| 00389451 | BAY AREA NEWS GROUP | MEDIA PURCHASES | 3,124.69 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 54.25 |
| 00937386 | CANON FINANCIAL SERVICES | COPIER LEASE | 98.89 |

Finance Administration

| | | | |
|----------|--------------------|--------------|----------|
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 1,444.23 |
|----------|--------------------|--------------|----------|

Finance Accounting

| | | | |
|----------|--------------------------|-------------------------|----------|
| 00389256 | OFFICE DEPOT INC | OFFICE SUPPLIES | 91.52 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 22.92 |
| 00389380 | SHRED IT INC | SHRED SERVICES | 82.99 |
| 00389488 | KOA HILLS CONSULTING LLC | AR INTERFACE | 612.50 |
| 00937581 | SUPERION LLC | REPORT WRITING SERVICES | 3,560.00 |

Finance Operations

| | | | |
|----------|------------------------------|----------------------------|--------|
| 00389279 | UNITED PARCEL SERVICE | WEEKLY PRINTER SERVICE FEE | 61.50 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 8.36 |
| 00389342 | INTEGRITY BUSINESS SOLUTIONS | ENVELOPES | 589.42 |
| 00389373 | PROGRESSIVE SOLUTIONS INC | BUSINESS LICENSE FORMS | 989.04 |

Non Departmental

| | | | |
|----------|-----------------------------|--------------------------|--------------|
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 1,030,235.00 |
| 00389440 | WAGeworks | ADMIN FEE | 284.00 |
| 00937469 | RETIREE | MEDICAL AFTER RETIREMENT | 1,820.54 |
| 00937576 | MUNISERVICES LLC | QUARTERLY SUTA SERVICES | 43,900.29 |

Public Works Administration

| | | | |
|----------|--------------------|--------------------|--------|
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 1.31 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 131.09 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 285.92 |

Public Works Street Maintenance

| | | | |
|----------|----------------------------------|---------------------------|----------|
| 00389208 | ANTIOCH BUILDING MATERIALS | ASPHALT | 4,514.26 |
| 00389211 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 402.05 |
| 00389255 | NORTHAM, TODD L | SAFETY SHOE REIMBURSEMENT | 99.40 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 438.69 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 209.85 |
| 00389368 | PERRY, DENNIS J | SAFETY SHOE REIMBURSEMENT | 300.00 |
| 00389371 | PITTS, BRYAN J | SAFETY SHOE REIMBURSEMENT | 97.41 |
| 00389374 | RECOLOGY BLOSSOM VALLEY ORGANICS | PLANTER MATERIAL | 6,489.36 |
| 00389435 | TAPCO | SUPPLIES | 299.60 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 96.68 |
| 00389513 | STEWARTS TREE SERVICE INC | TREE SERVICES | 9,550.00 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 76.02 |

Prepared by: Lauren Posada

Finance Accounting

8/6/2020



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Public Works-Signal/Street Lights

| | | | |
|----------|-----------------------------|---------------------|-----------|
| 00389296 | AT AND T MCI | PHONE | 43.23 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 141.52 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 6,271.07 |
| 00937374 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 405.20 |
| 00937392 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 19,706.97 |
| 00937574 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 9,648.59 |

Public Works-Facilities Maintenance

| | | | |
|----------|------------------------------------|---------------------------|-----------|
| 00389207 | ANTIOCH ACE HARDWARE | TOOL PARTS | 107.92 |
| 00389211 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 524.14 |
| 00389222 | BLUE STAR COMPANY INC | E-WASTE | 850.00 |
| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICES | 3,806.00 |
| 00389229 | CONTRA COSTA FIRE EQUIPMENT | FIRE EXTINGUISHER | 455.87 |
| 00389235 | FASTENAL CO | SUPPLIES | 10.55 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 PROPERTY INSURANCE | 6,711.00 |
| 00389269 | SHERWIN WILLIAMS CO | SUPPLIES | 162.18 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 12.01 |
| 00389332 | EAST BAY WORK WEAR | SAFETY SHOES - MAYORGA | 296.00 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 566.91 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 14,080.74 |
| 00389395 | VERIZON WIRELESS | EQUIPMENT | 433.69 |
| 00389483 | HONEYWELL INTERNATIONAL INC | HVAC SERVICE | 1,893.99 |
| 00389484 | IDN WILCO | CITY HALL | 231.89 |
| 00389495 | M AND L OVERHEAD DOORS | EQUIPMENT | 1,275.00 |
| 00389507 | ROBINS LOCK AND KEY | PROFESSIONAL SERVICES | 605.75 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00937398 | UNLIMITED GRAPHIC AND SIGN NETWORK | CITY LOGO DECALS | 11,648.23 |
| 00937575 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 3,500.00 |

Public Works-Parks Maint

| | | | |
|----------|----------------------------------|------------------------------|-----------|
| 00389292 | ALTA FENCE | FENCING SERVICES | 510.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 1,151.91 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 53.16 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 946.28 |
| 00389387 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 2,500.00 |
| 00937372 | DEL CONTES LANDSCAPING INC | MAINTENANCE SERVICES | 4,326.50 |
| 00937392 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL POLE REPLACEMENTS | 20,576.09 |
| 00937397 | SITEONE LANDSCAPE SUPPLY HOLDING | IRRIGATION PARTS | 6,895.47 |
| 00937580 | SITEONE LANDSCAPE SUPPLY HOLDING | IRRIGATION PARTS | 536.84 |

Public Works-Median/General Land

| | | | |
|----------|-----------------------------|---------------------------|----------|
| 00389210 | AT AND T MCI | CONNECTION SERVICES | 80.25 |
| 00389211 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 181.88 |
| 00389273 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 600.00 |
| 00389286 | WATERSAVERS IRRIGATION | SUPPLIES | 798.71 |
| 00389290 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 7,173.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 19.12 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 1,955.32 |
| 00389445 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 3,347.68 |
| 00389448 | ANTIOCH ACE HARDWARE | IRRIGATION PARTS | 28.59 |
| 00389513 | STEWARTS TREE SERVICE INC | TREE REMOVAL | 1,900.00 |
| 00389517 | WATERSAVERS IRRIGATION | IRRIGATION SUPPLIES | 397.60 |

Prepared by: Lauren Posada

Finance Accounting

8/6/2020



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PW-Work Alternative-Strt Maint

| | | | |
|----------------------------------|-----------------------------------|---------------------------|-----------|
| 00389499 | NEXTEL SPRINT | CELL PHONE | 32.07 |
| Police Administration | | | |
| 00389214 | BANK OF AMERICA | ADMIN SUPPLIES | 218.02 |
| 00389215 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 2,053.20 |
| 00389232 | DUALHARE INC | CONSULTANT SERVICES | 900.00 |
| 00389236 | FEDEX | SHIPPING | 27.14 |
| 00389238 | GALLS LLC | EQUIPMENT | 770.32 |
| 00389239 | GOODALE, JAMIE | EXPENSE REIMBURSEMENT | 150.20 |
| 00389250 | LC ACTION POLICE SUPPLY | FIREARMS | 4,233.44 |
| 00389256 | OFFICE DEPOT INC | OFFICE SUPPLIES | 5.87 |
| 00389279 | UNITED PARCEL SERVICE | SHIPPING | 59.69 |
| 00389300 | BEHAVIORAL ANALYSIS TRAINING INC | TRAINING - M NUTT | 481.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 44.46 |
| 00389315 | CHANG, THEODORE | TRAINING PER DIEM | 264.00 |
| 00389324 | CORDICO PSYCHOLOGICAL CORPORATION | PROFESSIONAL SERVICES | 400.00 |
| 00389326 | CRUMP INVESTIGATIONS | BACKGROUND | 1,412.52 |
| 00389329 | DOUBLETREE BY HILTON HOTEL | LODGING - J JEONG | 713.49 |
| 00389343 | IXII GROUP INC | TRAINING - T NGUYEN | 99.00 |
| 00389348 | LOS ANGELES COUNTY | TRAINING - J JEONG | 1,530.00 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 73.44 |
| 00389352 | MII TRAINING INNOVATIONS LLC | TRAINING - T CHANG | 475.00 |
| 00389354 | MOREFIELD, ANTHONY W | TRAINING PER DIEM | 115.00 |
| 00389359 | NORRIS, VINCENT D | MILEAGE REIMBURSEMENT | 40.25 |
| 00389360 | NUTT, MATTHEW WARREN | TRAINING PER DIEM | 305.00 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 374.60 |
| 00389369 | PINNACLE TACTICAL SOLUTIONS | TRAINING - R GRAGG | 600.00 |
| 00389370 | PITNEY BOWES INC | POSTAGE MACHINE | 317.61 |
| 00389379 | SAN DIEGO POLICE EQUIPMENT CO | SUPPLIES | 4,246.55 |
| 00389381 | SHRED IT INC | SHREDDING SERVICE | 256.96 |
| 00389384 | STATE OF CALIFORNIA | BACKGROUNDS | 422.00 |
| 00389416 | GRAGG, RANDALL ANDREW | TRAINING PER DIEM | 198.00 |
| 00389423 | IBS OF TRI VALLEY | BATTERIES | 546.24 |
| 00389425 | KNOX INVESTIGATIONS | BACKGROUND NIEVES | 1,605.52 |
| 00389426 | LC ACTION POLICE SUPPLY | PATROL SHIELDS | 3,997.82 |
| 00389450 | ATKINSON ANDELSON LOYA RUUD | LEGAL SERVICES | 20,177.87 |
| 00389464 | CORDICO PSYCHOLOGICAL CORPORATION | PROFESSIONAL SERVICES | 400.00 |
| 00389468 | CRUMP INVESTIGATIONS | PROFESSIONAL SERVICES | 752.37 |
| 00389490 | LC ACTION POLICE SUPPLY | EQUIPMENT | 2,498.51 |
| 00389503 | PES TOWING | TOWING SERVICE | 195.00 |
| 00937393 | MOBILE MINI LLC | EVIDENCE STORAGE | 281.55 |
| 00937395 | PROFORCE MARKETING INC | SUPPLIES | 4,675.90 |
| 00937477 | IMAGE SALES INC | ID CARDS | 97.25 |
| 00937501 | MOBILE MINI LLC | EVIDENCE STORAGE | 123.28 |
| 00937572 | CANON FINANCIAL SERVICES | COPIER LEASE | 1,907.18 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 201.36 |
| Police Community Policing | | | |
| 00389201 | A AND M TOWING | TOW SERVICES | 80.00 |
| 00389218 | BARNETT MEDICAL SERVICES INC | EVIDENCE DISPOSAL | 110.00 |
| 00389221 | BHALLA SERVICES INC | CAR WASHES | 1,397.00 |



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| | | | |
|---------------------------------------|--------------------------------------|-----------------------------|-----------|
| 00389256 | OFFICE DEPOT INC | OFFICE SUPPLIES | 516.40 |
| 00389291 | ALL STAR FORD | NEW VEHICLE | 35,053.25 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 0.74 |
| 00389422 | HOPWOOD, DANIEL JOHN | MILEAGE REIMBURSEMENT | 46.00 |
| 00389470 | DELTA DENTAL | DENTAL INSURANCE PREMIUM | 89.29 |
| 00389474 | EAST BAY VETERINARY EMERGENCY | VETERINARY SERVICES | 2,827.81 |
| Police Investigations | | | |
| 00389215 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 2,347.97 |
| 00389228 | CONTRA COSTA COUNTY | COUNTY FORENSICS | 30,030.00 |
| 00389230 | CSI FORENSIC SUPPLY | SUPPLIES | 449.44 |
| 00389256 | OFFICE DEPOT INC | OFFICE SUPPLIES | 147.62 |
| 00389263 | PEN LINK | ANALYSIS SOFTWARE | 3,760.00 |
| 00389267 | SAFESTORE INC | EVIDENCE STORAGE | 2,626.31 |
| 00389268 | SEROLOGICAL RESEARCH INSTITUTE | DNA EVIDENCE | 2,260.00 |
| 00389271 | SPRINT | CELL ANALYSIS | 1,350.00 |
| 00389312 | CELLEBRITE USA INC | CELL ANALYSIS | 3,700.00 |
| 00389330 | DS WATERS OF AMERICA | WATER SERVICES | 263.02 |
| 00389339 | GRAYSHIFT LLC | INVESTIGATIVE SOFTWARE | 18,000.00 |
| 00389355 | EMPLOYEE | ADVANCED DISABILITY PAYMENT | 5,986.50 |
| 00389388 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00389389 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00389407 | CSI FORENSIC SUPPLY | EVIDENCE MARKERS | 315.56 |
| 00389436 | TRANSUNION RISK AND ALTERNATIVE DATA | DATABASE SERVICES | 263.70 |
| 00389491 | LEXISNEXIS | DATABASE SERVICES | 252.50 |
| 00937375 | IMAGE SALES INC | ID CARDS | 43.72 |
| 00937378 | MOBILE MINI LLC | EVIDENCE STORAGE | 404.83 |
| Police Special Operations Unit | | | |
| 00389271 | SPRINT | CELL ANALYSIS | 300.00 |
| 00389276 | TOYOTA FINANCIAL SERVICES | VEHICLE LEASE | 537.26 |
| 00389473 | EAN SERVICES LLC | VEHICLE LEASE | 2,203.97 |
| Police Communications | | | |
| 00389209 | AT AND T MCI | LONG DISTANCE LINES | 108.14 |
| 00389260 | PACIFIC TELEMANAGEMENT SERVICES | PHONE | 78.00 |
| 00389281 | VERIZON WIRELESS | VEHICLE MODEMS | 3,068.65 |
| 00389463 | CONTRA COSTA COUNTY | PORTABLE RADIO MAINTENANCE | 7,889.82 |
| 00937382 | AMERICAN TOWER CORPORATION | CELL TOWER | 246.88 |
| Office Of Emergency Management | | | |
| 00389215 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 50.24 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 92.76 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 32.77 |
| Police Facilities Maintenance | | | |
| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICE | 383.45 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 18.63 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 28,392.06 |
| 00389376 | ROCHESTER MIDLAND CORP | SUPPLIES | 1,629.84 |
| 00389457 | CLASSY GLASS | WINDOW TINTING | 2,643.00 |
| 00389476 | FIRST NET SERVICES | DEPARTMENT CELL PHONES | 6,901.20 |
| 00389481 | HANSON AND FITCH TEMPORARY SITE | RESTROOM RENTAL | 710.25 |
| 00937575 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 3,580.00 |



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P & R Administration

| | | | |
|----------|--------------------|-------------------|----------|
| 00389442 | WOODIWISS PAINTING | INTERIOR PAINTING | 4,990.00 |
|----------|--------------------|-------------------|----------|

Community Development Land Planning Services

| | | | |
|----------|--------------------|---------------------------|-----------|
| 00389212 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 70.00 |
| 00389216 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 552.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 9.41 |
| 00389322 | CONTRA COSTA LAFCO | LAFCO FY 20/21 | 21,793.42 |
| 00937388 | CDW GOVERNMENT INC | BROADCAST SERVICES | 2,966.84 |
| 00937389 | COMPUTERLAND | SOFTWARE | 84.57 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 947.82 |

CD Code Enforcement

| | | | |
|----------|-----------------------------|---------------------------|-----------|
| 00389216 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 330.67 |
| 00389225 | CACEO | VARIOUS WEBINARS | 699.00 |
| 00389234 | ESQUIVIAS, RENE | SAFETY SHOE REIMBURSEMENT | 300.00 |
| 00389253 | MORGAN, RYAN WILLIAM | SAFETY SHOE REIMBURSEMENT | 293.31 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 12.73 |
| 00389341 | HONEYWELL INTERNATIONAL INC | HVAC SERVICE | 426.50 |
| 00389453 | BLUE SHIELD LIFE | INSURANCE PREMIUM | 8.01 |
| 00389456 | CACEO | VARIOUS WEBINARS | 213.00 |
| 00389470 | DELTA DENTAL | DENTAL INSURANCE PREMIUM | 89.29 |
| 00389498 | MOTOROLA SOLUTIONS INC | PORTABLE RADIOS | 14,049.49 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 1,219.54 |
| 00389519 | WORK WORLD | UNIFORMS | 1,197.95 |
| 00937389 | COMPUTERLAND | SOFTWARE | 154.33 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 469.18 |

PW Engineer Land Development

| | | | |
|----------|--------------------------|---------------------------|--------|
| 00389211 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 353.17 |
| 00389395 | VERIZON WIRELESS | DATA SERVICES | 0.52 |
| 00389453 | BLUE SHIELD LIFE | INSURANCE PREMIUM | 15.22 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 643.28 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 76.02 |
| 00937386 | CANON FINANCIAL SERVICES | COPIER LEASE | 98.89 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 774.84 |

Community Development Building Inspection

| | | | |
|----------|-----------------|---------------------------|--------|
| 00389216 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 24.12 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 9.86 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 374.96 |
| 00937389 | COMPUTERLAND | SOFTWARE | 84.57 |

Capital Imp. Administration

| | | | |
|----------|--------------------|---------------------------|--------|
| 00389211 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 32.68 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 243.31 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 824.79 |

205 CARES Act Grant Fund

Non Departmental

| | | | |
|----------|--------------------|----------|-------|
| 00389459 | COLE SUPPLY CO INC | SUPPLIES | 15.27 |
|----------|--------------------|----------|-------|

212 CDBG Fund

Non Departmental

| | | | |
|----------|----------------------|----------------------|-----------|
| 00389338 | GRANITE ROCK COMPANY | RELEASE OF RETENTION | 51,762.70 |
|----------|----------------------|----------------------|-----------|

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CDBG

| | | | |
|----------|------------------------------------|-----------------------|-----------|
| 00389316 | CONTRA COSTA CHILD CARE COUNCIL | CDBG SERVICES | 3,264.98 |
| 00389325 | COURT APPOINTED SPECIAL ADVOCATES | CDBG SERVICES | 703.43 |
| 00389333 | ECHO HOUSING | CDBG SERVICES | 8,330.01 |
| 00389351 | MEALS ON WHEELS & SENIOR OUTREACH | CDBG SERVICES | 4,997.70 |
| 00389462 | COMMUNITY VIOLENCE SOLUTIONS | CDBG SERVICES | 1,835.73 |
| 00389487 | KLEINFELDER INC | PROFESSIONAL SERVICES | 2,718.75 |
| 00389493 | LIONS CENTER FOR VISUALLY IMPAIRED | CDBG SERVICES | 216.45 |
| 00389494 | LOAVES AND FISHES OF CONTRA COSTA | CDBG SERVICES | 1,250.00 |
| 00389501 | OMBUDSMAN SERVICES OF CCC | CDBG SERVICES | 653.80 |
| 00389502 | OPPORTUNITY JUNCTION | CDBG SERVICES | 12,499.85 |

213 Gas Tax Fund

Streets

| | | | |
|----------|-------------------------------|-----------------------|-----------|
| 00389202 | AL FRESCO LANDSCAPING INC | LANDSCAPE ENHANCEMENT | 7,680.00 |
| 00389242 | HARRIS AND ASSOCIATES INC | CONSULTING SERVICES | 3,585.00 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 34,415.45 |
| 00389366 | PEREZ NURSERY AND LANDSCAPING | PLANTS | 5,357.21 |
| 00389444 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 13,056.00 |

214 Animal Control Fund

Animal Control

| | | | |
|----------|---------------------------------|---------------------------|-----------|
| 00389213 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 1,459.64 |
| 00389233 | EAST BAY VETERINARY EMERGENCY | VETERINARY SERVICES | 3,676.91 |
| 00389248 | KOEFRAN SERVICES INC | CREMATION SERVICES | 1,850.00 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 24,721.00 |
| 00389272 | STARLINE SUPPLY COMPANY | OPERATING SUPPLIES | 623.94 |
| 00389289 | AIRGAS USA LLC | OXYGEN | 58.01 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 2.71 |
| 00389314 | CHAMELEON SOFTWARE PRODUCTS HLP | SOFTWARE MAINTENANCE | 1,354.70 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 1,494.32 |
| 00389383 | STARLINE SUPPLY COMPANY | OPERATING SUPPLIES | 278.40 |
| 00389390 | TAYLOR HOUSEMAN | WASHING MACHINE REPAIR | 347.04 |
| 00389392 | TONY LA RUSSA'S ANIMAL RESCUE | VETERINARY SERVICES | 587.00 |
| 00937378 | MOBILE MINI LLC | STORAGE | 121.90 |

215 Civic Arts Fund

Civic Arts

| | | | |
|----------|-----------------------------|--------------------------|----------|
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 PROPERTY INSURANCE | 1,392.00 |
|----------|-----------------------------|--------------------------|----------|

216 Park-In-Lieu Fund

Parks & Open Space

| | | | |
|----------|-------------------------------------|-----------------------|------------|
| 00389278 | TRIDENT ENVIRONMENTAL & ENGINEERING | PROFESSIONAL SERVICES | 157.50 |
| 00389353 | MIRACLE PLAYSYSTEMS INC | CHICHIBU PLAYGROUND | 146,806.66 |

219 Recreation Fund

Non Departmental

| | | | |
|----------|------------------------------|---------------------------|-----------|
| 00389311 | CCC SENIOR NUTRITION PROGRAM | SENIOR NUTRITION SERVICES | 17,812.86 |
| 00389318 | CCC OFFICE OF EDUCATION | RENTAL DEPOSIT REFUND | 500.00 |
| 00389512 | STATE BOARD OF EQUALIZATION | SALES TAX REMITTANCE | 145.11 |

Nick Rodriguez Community Cent

| | | | |
|----------|------------------------------|---------------------|----------|
| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICE | 240.00 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 3,484.79 |
| 00389483 | HONEYWELL INTERNATIONAL INC | REPAIR SERVICE | 307.50 |
| 00937575 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 500.00 |



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|-----------------------------------|------------------------------|---------------------------|-----------|
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 31.01 |
| Senior Programs | | | |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 5,946.00 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 2,323.18 |
| 00389455 | CABRAL, MONSERRAT | EXPENSE REIMBURSEMENT | 72.10 |
| 00389465 | COSTCO | VARIOUS BUSINESS EXPENSES | 491.91 |
| 00937575 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 1.00 |
| Recreation Sports Programs | | | |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 4,601.00 |
| 00389265 | REYES, MANUEL | SOFTBALL REFUND | 990.00 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 1,090.72 |
| 00389367 | PEREZ, NICHOLAS | SOFTBALL REFUND | 990.00 |
| 00389454 | BOLT, JAMIE | SOFTBALL REFUND | 990.00 |
| 00389482 | HAZEN, SHERI | SOFTBALL REFUND | 990.00 |
| Recreation-Comm Center | | | |
| 00389220 | BAY CITIES PYROTECTOR | INSPECTION SERVICES | 370.00 |
| 00389226 | COLE SUPPLY CO INC | SUPPLIES | 190.53 |
| 00389232 | DUALHARE INC | CONSULTING SERVICES | 850.00 |
| 00389249 | LARACUENTE, ANGEL | PICNIC RENTAL REFUND | 110.00 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 PROPERTY INSURANCE | 43,652.00 |
| 00389257 | OLIVAS, STEFANIE | CLASS REFUND | 131.00 |
| 00389261 | PARKINK | SUMMER PROGRAM | 4,193.80 |
| 00389288 | ADT COMMERCIAL | ALARM SERVICE | 300.00 |
| 00389299 | BAY AREA DRIVING SCHOOL INC | CONTRACTOR PAYMENT | 117.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 177.28 |
| 00389336 | GARDA CL WEST INC | ARMORED CAR SERVICE | 389.60 |
| 00389337 | GAVRILENKO, JULIA | CLASS REFUND | 162.40 |
| 00389340 | GUTIERREZ, MARIA | CLASS REFUND | 37.80 |
| 00389344 | KILLION, SALENA | CLASS REFUND | 215.00 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 47.44 |
| 00389358 | NINO, SARA | CLASS REFUND | 331.00 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 8.64 |
| 00389377 | RODRIGUEZ, ALEJANDRO R | CLASS REFUND | 489.00 |
| 00389394 | UNIQUE PEST CONTROL | BIRD SERVICE | 400.00 |
| 00389465 | COSTCO | VARIOUS BUSINESS EXPENSES | 560.40 |
| 00389483 | HONEYWELL INTERNATIONAL INC | HVAC SERVICE | 6,936.33 |
| 00389496 | MILLER, CLIVE | REFUND | 64.00 |
| 00389497 | MORALES, CELESTE | EXPENSE REIMBURSEMENT | 181.69 |
| 00389506 | RIVERA, JOSE | GYM RENTAL REFUND | 1,800.00 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 181.83 |
| Recreation Water Park | | | |
| 00389219 | BAY CITIES PYROTECTOR | SPRINKLER INSPECTION | 370.00 |
| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICE | 675.00 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 25,500.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 25.04 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 570.12 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 18,921.56 |
| 00389461 | COMMERCIAL POOL SYSTEMS INC | CHEMICALS | 63.37 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 32.07 |



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| 00937575 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 500.00 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 54.33 |
| 221 | Asset Forfeiture Fund | | |
| Non Departmental | | | |
| 00389247 | JEFFREY, TIMMION | ASSET FORFEITURE | 112.00 |
| 00389401 | BOWERS, XAVIER | ASSET FORFEITURE | 388.00 |
| 00389410 | DEPARTMENT OF INDUSTRIAL RELATIONS | ASSET FORFEITURE | 30,000.00 |
| 222 | Measure C/J Fund | | |
| Non Departmental | | | |
| Streets | | | |
| 00389283 | VSS INTERNATIONAL INC | CAPE SEAL PROJECT | 2,164,473.75 |
| 223 | Child Care Fund | | |
| Child Care | | | |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 PROPERTY INSURANCE | 918.00 |
| 226 | Solid Waste Reduction Fund | | |
| Solid Waste | | | |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 3,081.00 |
| 00389467 | CRRA | CONFERENCE REGISTRATION | 350.00 |
| 229 | Pollution Elimination Fund | | |
| Trash Capture Devices | | | |
| 00389505 | REVEL ENVIRONMENTAL INC | FILTRATION DEVICES | 21,333.73 |
| Channel Maintenance Operation | | | |
| 00389206 | ANTIOCH ACE HARDWARE | EQUIPMENT | 804.32 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 7,669.00 |
| 00389290 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 9,600.00 |
| 00389297 | ATLANTIS DIVING AND SALVAGE CO | INSPECTION SERVICES | 2,500.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 11.54 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 28.01 |
| 00389445 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 3,120.00 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 32.07 |
| 238 | PEG Franchise Fee Fund | | |
| Non Departmental | | | |
| 00389266 | SABOO INC | COUNCIL CHAMBERS PROJECT | 81,903.85 |
| 00937381 | STREAMBOX | PAYMENT REPLACEMENT | 12,000.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 1,110.00 |
| 251 | Lone Tree SLLMD Fund | | |
| Lonetree Maintenance Zone 1 | | | |
| 00389203 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 6,217.12 |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 173.10 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 909.00 |
| 00389382 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 1,794.00 |
| 00389510 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 4,305.60 |
| 00389513 | STEWARTS TREE SERVICE INC | TREE SERVICES | 1,050.00 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 173.10 |
| Lonetree Maintenance Zone 2 | | | |
| 00389203 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 7,771.40 |
| 00389290 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 856.48 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 818.75 |
| 00389391 | TERRACARE ASSOCIATES | LANDSCAPE SERVICES | 5,875.00 |
| 00389445 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 1,434.72 |



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| 00389513 | STEWARTS TREE SERVICE INC | TREE SERVICES | 1,500.00 |
| <i>Lonetree Maintenance Zone 3</i> | | | |
| 00389273 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 1,787.50 |
| 00389391 | TERRACARE ASSOCIATES | LANDSCAPE SERVICES | 5,875.00 |
| <i>Lonetree Maintenance Zone 4</i> | | | |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 276.96 |
| 00389382 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 7,534.80 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 276.96 |
| 252 | Downtown SLLMD Fund | | |
| <i>Downtown Maintenance</i> | | | |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 173.10 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 372.49 |
| 00389481 | HANSON AND FITCH TEMPORARY SITE | RESTROOM RENTAL | 1,035.72 |
| 00389513 | STEWARTS TREE SERVICE INC | TREE SERVICES | 750.00 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 173.10 |
| 253 | Almondridge SLLMD Fund | | |
| <i>Almondridge Maintenance</i> | | | |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 244.77 |
| 254 | Hillcrest SLLMD Fund | | |
| <i>Hillcrest Maintenance Zone 1</i> | | | |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 450.06 |
| 00389382 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 4,304.16 |
| 00389510 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 2,391.20 |
| 00389513 | STEWARTS TREE SERVICE INC | TREE SERVICES | 1,200.00 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 450.06 |
| <i>Hillcrest Maintenance Zone 2</i> | | | |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 616.24 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 858.87 |
| 00389382 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 6,217.12 |
| 00389510 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 3,825.92 |
| 00389513 | STEWARTS TREE SERVICE INC | TREE SERVICES | 750.00 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 616.24 |
| <i>Hillcrest Maintenance Zone 4</i> | | | |
| 00389203 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 3,586.80 |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 346.20 |
| 00389290 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 3,586.80 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 743.17 |
| 00389382 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 1,912.96 |
| 00389445 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 9,225.68 |
| 00389510 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 3,344.00 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 346.20 |
| 255 | Park 1A Maintenance District Fund | | |
| <i>Park 1A Maintenance District</i> | | | |
| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICES | 5,033.37 |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 450.06 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 147.65 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 450.06 |
| 256 | Citywide 2A Maintenance District Fund | | |
| <i>Citywide 2A Maintenance Zone 3</i> | | | |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 6.92 |



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| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 90.67 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 6.92 |
| Citywide 2A Maintenance Zone 4 | | | |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 379.00 |
| 00389387 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 550.00 |
| Citywide 2A Maintenance Zone 5 | | | |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 383.32 |
| Citywide 2A Maintenance Zone 6 | | | |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 415.44 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 327.45 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 415.44 |
| Citywide 2A Maintenance Zone 8 | | | |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 34.62 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 34.62 |
| Citywide 2A Maintenance Zone 9 | | | |
| 00389270 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 4,752.00 |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 103.86 |
| 00389290 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 4,902.56 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 558.91 |
| 00389445 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 2,869.44 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 103.86 |
| Citywide 2A Maintenance Zone10 | | | |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 134.81 |
| 257 | SLLMD Administration Fund | | |
| SLLMD Administration | | | |
| 00389207 | ANTIOCH ACE HARDWARE | SUPPLIES | 180.92 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 PROPERTY INSURANCE | 24,085.00 |
| 00389274 | TERRACARE ASSOCIATES | TURF MOWING | 415.44 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 119.23 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 82.48 |
| 00389514 | TERRACARE ASSOCIATES | TURF MOWING | 415.44 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 76.02 |
| 311 | Capital Improvement Fund | | |
| Non Departmental | | | |
| 00389479 | GARNEY PACIFIC INC | CONTRACT SERVICES | 217,094.48 |
| 00389515 | TOP LINE ENGINEERS INC | PREWETT PARK DECK PROJECT | 26,114.00 |
| Parks & Open Space | | | |
| 00389301 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICES | 12,882.74 |
| Streets | | | |
| 00389447 | ANCHOR CONCRETE CONSTRUCTION INC | SIDEWALK REPAIR PROJECT | 13,896.00 |
| 321 | Development Impact Fee Fund | | |
| Dev Impact - Police | | | |
| 00389251 | LDV INC | VEHICLE RETROFIT | 206,230.00 |
| 376 | Lone Diamond Fund | | |
| Assessment District | | | |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 PROPERTY INSURANCE | 29.00 |
| 00389313 | CENTRAL SELF STORAGE ANTIOCH | MONTHLY STORAGE FEE | 302.00 |
| 569 | Vehicle Replacement Fund | | |
| Equipment Maintenance | | | |
| 00937577 | PETERSON TRACTOR CO | WHEEL LOADER | 156,982.00 |

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570 Equipment Maintenance Fund

Non Departmental

| | | | |
|------------------------------|---------------------------------|-----------------------|-----------|
| 00389244 | HUNT AND SONS INC | FUEL | 5,002.48 |
| Equipment Maintenance | | | |
| 00389241 | HARLEY DAVIDSON | MAINTENANCE SERVICES | 1,300.40 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 VEHICLE PREMIUM | 36,205.00 |
| 00389258 | OREILLY AUTO PARTS | AUTO PARTS | 464.37 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 143.88 |
| 00389331 | EAST BAY WELDING SUPPLY | SUPPLIES | 214.51 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 35.29 |
| 00389363 | OREILLY AUTO PARTS | AUTO PARTS | 464.31 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 778.93 |
| 00389393 | TRED SHED, THE | TIRES | 855.04 |
| 00389500 | OCONNELL JETTING SYSTEMS | MAINTENANCE SERVICES | 1,060.69 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00937371 | BIG SKY ENVIRONMENTAL SOLUTIONS | TIRE DISPOSAL | 343.75 |
| 00937577 | PETERSON TRACTOR CO | MAINTENANCE SERVICES | 1,755.55 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 95.30 |

573 Information Services Fund

Information Services

| | | | |
|----------|-----------------------------|-------------------------|----------|
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 5,580.00 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 385.28 |

Network Support & PCs

| | | | |
|----------|-----------------------------|-------------------------|-----------|
| 00389205 | AMS DOT NET INC | SUPPORT SERVICES | 1,160.31 |
| 00389227 | COMMUNICATION STRATEGIES | PROFESSIONAL SERVICES | 1,341.25 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 11,269.00 |
| 00389508 | SHARESQUARED INC | CONSULTING SERVICES | 21,793.75 |
| 00937380 | ODIN SYSTEMS INC | CACHE PEAK COMM UPGRADE | 7,870.00 |
| 00937390 | DELL COMPUTER CORP | COMPUTER EQUIPMENT | 889.27 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 6.24 |

Telephone System

| | | | |
|----------|-----------------------------|-------------------------|--------|
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 598.00 |
|----------|-----------------------------|-------------------------|--------|

GIS Support Services

| | | | |
|----------|-----------------------------|-------------------------|----------|
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 9,148.00 |
|----------|-----------------------------|-------------------------|----------|

Office Equipment Replacement

| | | | |
|----------|--------------------|--------------------|----------|
| 00389204 | AMS DOT NET INC | SOFTWARE UPGRADE | 9,200.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 31.50 |
| 00937389 | COMPUTERLAND | COMPUTER EQUIPMENT | 2,591.07 |
| 00937390 | DELL COMPUTER CORP | COMPUTER EQUIPMENT | 1,761.78 |
| 00937573 | DELL COMPUTER CORP | COMPUTER EQUIPMENT | 8,196.09 |

577 Post Retirement Medical-Police Fund

Non Departmental

| | | | |
|----------|---------|--------------------------|----------|
| 00389400 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00389402 | RETIREE | MEDICAL AFTER RETIREMENT | 762.82 |
| 00389409 | RETIREE | MEDICAL AFTER RETIREMENT | 1,108.78 |
| 00389414 | RETIREE | MEDICAL AFTER RETIREMENT | 1,090.58 |
| 00389424 | RETIREE | MEDICAL AFTER RETIREMENT | 704.31 |
| 00389427 | RETIREE | MEDICAL AFTER RETIREMENT | 968.92 |
| 00389429 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 00389430 | RETIREE | MEDICAL AFTER RETIREMENT | 1,321.13 |



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| 00389441 | RETIREE | MEDICAL AFTER RETIREMENT | 860.04 |
| 00937379 | RETIREE | MEDICAL AFTER RETIREMENT | 1,720.46 |
| 00937401 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00937402 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00937406 | RETIREE | MEDICAL AFTER RETIREMENT | 968.92 |
| 00937407 | RETIREE | MEDICAL AFTER RETIREMENT | 283.67 |
| 00937409 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937410 | RETIREE | MEDICAL AFTER RETIREMENT | 1,433.99 |
| 00937414 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937415 | RETIREE | MEDICAL AFTER RETIREMENT | 1,280.32 |
| 00937422 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937427 | RETIREE | MEDICAL AFTER RETIREMENT | 1,000.95 |
| 00937429 | RETIREE | MEDICAL AFTER RETIREMENT | 883.00 |
| 00937432 | RETIREE | MEDICAL AFTER RETIREMENT | 563.78 |
| 00937434 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 00937447 | RETIREE | MEDICAL AFTER RETIREMENT | 1,280.32 |
| 00937448 | RETIREE | MEDICAL AFTER RETIREMENT | 1,536.98 |
| 00937453 | RETIREE | MEDICAL AFTER RETIREMENT | 1,280.32 |
| 00937454 | RETIREE | MEDICAL AFTER RETIREMENT | 883.00 |
| 00937455 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937468 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937471 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00937472 | RETIREE | MEDICAL AFTER RETIREMENT | 1,378.92 |
| 00937473 | RETIREE | MEDICAL AFTER RETIREMENT | 275.71 |
| 00937474 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937484 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937485 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937488 | RETIREE | MEDICAL AFTER RETIREMENT | 131.98 |
| 00937500 | RETIREE | MEDICAL AFTER RETIREMENT | 1,536.98 |
| 00937502 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 00937503 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00937514 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937515 | RETIREE | MEDICAL AFTER RETIREMENT | 584.82 |
| 00937517 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00937519 | RETIREE | MEDICAL AFTER RETIREMENT | 1,013.74 |
| 00937522 | RETIREE | MEDICAL AFTER RETIREMENT | 245.25 |
| 00937531 | RETIREE | MEDICAL AFTER RETIREMENT | 566.53 |
| 00937533 | RETIREE | MEDICAL AFTER RETIREMENT | 1,420.72 |
| 00937542 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937544 | RETIREE | MEDICAL AFTER RETIREMENT | 768.49 |
| 00937549 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00937550 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937554 | RETIREE | MEDICAL AFTER RETIREMENT | 245.25 |
| 00937566 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00937567 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 00937569 | RETIREE | MEDICAL AFTER RETIREMENT | 17.69 |
| 00937571 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 578 | Post Retirement Medical-Misc Fund | | |
| Non Departmental | | | |
| 00389399 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |



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| 00389403 | RETIREE | MEDICAL AFTER RETIREMENT | 363.34 |
| 00389411 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00389413 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00389415 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00389418 | RETIREE | MEDICAL AFTER RETIREMENT | 709.38 |
| 00389419 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00389433 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00389434 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00389439 | RETIREE | MEDICAL AFTER RETIREMENT | 100.00 |
| 00937403 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00937404 | RETIREE | MEDICAL AFTER RETIREMENT | 188.03 |
| 00937408 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937413 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937418 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00937420 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00937423 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00937424 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937425 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937428 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937435 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937439 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937440 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00937443 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937446 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937450 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937451 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937452 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937459 | RETIREE | MEDICAL AFTER RETIREMENT | 709.38 |
| 00937460 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937461 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937462 | RETIREE | MEDICAL AFTER RETIREMENT | 126.13 |
| 00937467 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937470 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937479 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937483 | RETIREE | MEDICAL AFTER RETIREMENT | 103.69 |
| 00937487 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937491 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937493 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937494 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937497 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937499 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937509 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937510 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937511 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937516 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937521 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937525 | RETIREE | MEDICAL AFTER RETIREMENT | 97.67 |
| 00937530 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937532 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937537 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |



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| 00937547 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937552 | RETIREE | MEDICAL AFTER RETIREMENT | 79.02 |
| 00937553 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937555 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937557 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937558 | RETIREE | MEDICAL AFTER RETIREMENT | 676.92 |
| 00937565 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937568 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937570 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 579 | Post Retirement Medical-Mgmt Fund | | |
| | Non Departmental | | |
| 00389405 | RETIREE | MEDICAL AFTER RETIREMENT | 874.90 |
| 00389412 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00389417 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00389420 | RETIREE | MEDICAL AFTER RETIREMENT | 874.90 |
| 00389421 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00389428 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00389431 | RETIREE | MEDICAL AFTER RETIREMENT | 437.37 |
| 00389432 | RETIREE | MEDICAL AFTER RETIREMENT | 735.38 |
| 00389438 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00937405 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937411 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937412 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937416 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937417 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937419 | RETIREE | MEDICAL AFTER RETIREMENT | 155.70 |
| 00937421 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937426 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937430 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937431 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937433 | RETIREE | MEDICAL AFTER RETIREMENT | 709.38 |
| 00937436 | RETIREE | MEDICAL AFTER RETIREMENT | 630.56 |
| 00937437 | RETIREE | MEDICAL AFTER RETIREMENT | 155.69 |
| 00937438 | RETIREE | MEDICAL AFTER RETIREMENT | 188.03 |
| 00937441 | RETIREE | MEDICAL AFTER RETIREMENT | 515.08 |
| 00937442 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937444 | RETIREE | MEDICAL AFTER RETIREMENT | 450.38 |
| 00937445 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937449 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00937456 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937457 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937458 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937463 | RETIREE | MEDICAL AFTER RETIREMENT | 357.40 |
| 00937464 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937465 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937466 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00937475 | RETIREE | MEDICAL AFTER RETIREMENT | 346.39 |
| 00937476 | RETIREE | MEDICAL AFTER RETIREMENT | 400.00 |
| 00937478 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937480 | RETIREE | MEDICAL AFTER RETIREMENT | 700.38 |



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| 00937481 | RETIREE | MEDICAL AFTER RETIREMENT | 223.62 |
| 00937482 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00937486 | RETIREE | MEDICAL AFTER RETIREMENT | 874.90 |
| 00937489 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937490 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937492 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00937495 | RETIREE | MEDICAL AFTER RETIREMENT | 50.71 |
| 00937496 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937498 | RETIREE | MEDICAL AFTER RETIREMENT | 1,151.48 |
| 00937504 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00937505 | RETIREE | MEDICAL AFTER RETIREMENT | 155.69 |
| 00937506 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00937507 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937508 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937512 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937513 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937518 | RETIREE | MEDICAL AFTER RETIREMENT | 607.47 |
| 00937520 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937523 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937524 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937526 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00937527 | RETIREE | MEDICAL AFTER RETIREMENT | 155.70 |
| 00937528 | RETIREE | MEDICAL AFTER RETIREMENT | 874.40 |
| 00937529 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00937534 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937535 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937536 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937538 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00937539 | RETIREE | MEDICAL AFTER RETIREMENT | 630.56 |
| 00937540 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937541 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937543 | RETIREE | MEDICAL AFTER RETIREMENT | 450.38 |
| 00937545 | RETIREE | MEDICAL AFTER RETIREMENT | 239.58 |
| 00937546 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937548 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00937551 | RETIREE | MEDICAL AFTER RETIREMENT | 399.62 |
| 00937556 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937559 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937560 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00937561 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00937562 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00937563 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00937564 | RETIREE | MEDICAL AFTER RETIREMENT | 1,706.12 |
| 580 | Loss Control Fund | | |
| | Human Resources | | |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 WORK COMP PREMIUM | 1,728,455.00 |
| 611 | Water Fund | | |
| | Non Departmental | | |
| 00389245 | IDN WILCO | SCHG KEY BLANK "C" | 77.54 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 40.90 |



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| 00389446 | AMERICAN TEXTILE AND SUPPLY INC | SUPPLIES | 681.67 |
| Water Supervision | | | |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 230,147.00 |
| 00389453 | BLUE SHIELD LIFE | INSURANCE PREMIUM | 33.14 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 284.16 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 152.04 |
| Water Production | | | |
| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICE | 300.00 |
| 00389237 | FRANK A OLSEN COMPANY INC | EQUIPMENT | 8,367.84 |
| 00389240 | GUALCO GROUP INC, THE | PROFESSIONAL SERVICES | 4,000.00 |
| 00389243 | HONEYWELL INTERNATIONAL INC | HVAC SERVICES | 4,662.59 |
| 00389252 | LONE TREE TRUCKING INC | HAULING FOR AWD POND | 2,035.00 |
| 00389275 | THE GARLAND COMPANY INC | SUPPLIES | 2,906.37 |
| 00389279 | UNITED PARCEL SERVICE | SHIPPING | 73.86 |
| 00389280 | US BANK | TREATMENT PLANT COPIER | 321.51 |
| 00389284 | WALTER BISHOP CONSULTING | PROFESSIONAL SERVICES | 5,525.00 |
| 00389294 | APPLIED TECHNOLOGY GROUP INC | PARTS & SERVICE | 494.00 |
| 00389295 | ARAMARK UNIFORM SERVICES | SUPPLIES | 57.71 |
| 00389298 | BARTLE WELLS ASSOCIATES INC | CCWD RATE REVIEW | 1,020.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 93.33 |
| 00389320 | CONTRA COSTA HEALTH SERVICES | OPERATING PERMIT | 21,118.00 |
| 00389323 | CONTRA COSTA WATER DISTRICT | RAW WATER | 1,457,727.49 |
| 00389332 | EAST BAY WORK WEAR | SAFETY SHOES - BARTHOLOMEW | 500.00 |
| 00389334 | FISHER SCIENTIFIC COMPANY | SUPPLIES | 453.31 |
| 00389335 | FRANK A OLSEN COMPANY INC | FREIGHT | 292.50 |
| 00389345 | KOFFLER ELECTRICAL MECH | PUMP SERVICE | 23,180.83 |
| 00389346 | KORALEEN ENTERPRISES | PARTS | 53.14 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 76.69 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 191,819.52 |
| 00389397 | WALTER BISHOP CONSULTING | PROFESSIONAL SERVICES | 4,875.00 |
| 00389449 | ARAMARK UNIFORM SERVICES | SUPPLIES | 57.71 |
| 00389452 | BEST BEST AND KRIEGER LLP | PROFESSIONAL SERVICES | 4,959.76 |
| 00389469 | CRYSTAL CLEAR LOGOS INC | LOGO SHIRTS | 135.36 |
| 00389470 | DELTA DENTAL | DENTAL INSURANCE PREMIUM | 178.59 |
| 00389471 | DEPT OF TOXIC SUBSTANCES CONTROL | TESTING | 705.00 |
| 00389477 | FISHER SCIENTIFIC COMPANY | SUPPLIES | 82.19 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 126.79 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00937370 | AIRGAS SPECIALTY PRODUCTS | CHEMICALS | 7,421.14 |
| 00937373 | GRAINGER INC | SUPPLIES | 177.94 |
| 00937377 | KARSTE CONSULTING INC | CONSULTING SERVICES | 828.75 |
| 00937391 | EVOQUA WATER TECHNOLOGIES LLC | MAINTENANCE SERVICES | 650.21 |
| 00937575 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 200.00 |
| Water Distribution | | | |
| 00389207 | ANTIOCH ACE HARDWARE | SUPPLIES | 400.91 |
| 00389211 | BANK OF AMERICA | ICE MAKER | 4,995.36 |
| 00389256 | OFFICE DEPOT INC | OFFICE SUPPLIES | 41.74 |
| 00389259 | PACE SUPPLY CORP | PIPE FITTINGS | 14,980.37 |
| 00389275 | THE GARLAND COMPANY INC | MULTIPLE SITE ROOF | 28,537.02 |
| 00389277 | TRENCH PLATE RENTAL CO INC | STEEL TRAFFIC PLATES | 5,528.34 |

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| 00389279 | UNITED PARCEL SERVICE | WEEKLY PRINTER SERVICE FEE | 61.50 |
| 00389285 | WATERPROOFING ASSOCIATES INC | ROOF REPLACEMENT | 34,780.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 2,455.72 |
| 00389327 | CWEA SFBS | MEMBER RENEWAL - BBROOKS | 192.00 |
| 00389328 | DELTA DIABLO | RECYCLED WATER | 11,072.50 |
| 00389332 | EAST BAY WORK WEAR | SAFETY SHOES - M LOWE | 145.86 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 958.99 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 48.33 |
| 00389375 | ROBERTS AND BRUNE CO | BACKFLOW PARTS | 51,074.38 |
| 00389378 | RT LAWRENCE CORP | LOCKBOX PROCESSING | 506.29 |
| 00389395 | VERIZON WIRELESS | EQUIPMENT | 1,871.33 |
| 00389437 | UNDERGROUND SERVICE ALERT | USA NORTH ANNUAL FEE | 2,738.26 |
| 00389470 | DELTA DENTAL | DENTAL INSURANCE PREMIUM | 89.30 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 636.01 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 418.11 |
| 00937376 | INFOSEND INC | POSTAGE COSTS | 1,902.39 |
| 00937577 | PETERSON TRACTOR CO | WHEEL LOADER | 29,529.96 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 253.74 |
| 00937581 | SUPERION LLC | LUCITY ANNUAL FEES | 12,172.14 |
| Public Buildings & Facilities | | | |
| 00389224 | BROWN AND CALDWELL INC | PROFESSIONAL SERVICES | 24,031.75 |
| 00389231 | DELTA DIABLO | REIMB REQUEST FOR FY 19/20 | 37,205.66 |
| 00389242 | HARRIS AND ASSOCIATES INC | CONSULTING SERVICES | 1,520.00 |
| 00389287 | WONDERWARE CALIFORNIA | PROFESSIONAL SERVICES | 4,500.00 |
| 00389398 | WESTERVELT ECOLOGICAL SERVICES | MITIGATION CREDITS | 3,200.00 |
| 00389447 | ANCHOR CONCRETE CONSTRUCTION INC | CONCRETE DEMO | 7,500.00 |
| 00389518 | WOODARD AND CURRAN | PROFESSIONAL SERVICES | 8,654.25 |
| 00937387 | CAROLLO ENGINEERS INC | PROFESSIONAL SERVICES | 278,679.96 |
| 621 | Sewer Fund | | |
| Swr-Wastewater Administration | | | |
| 00389211 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 329.36 |
| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICE | 390.00 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 LIABILITY PREMIUM | 74,423.00 |
| 00389277 | TRENCH PLATE RENTAL CO INC | STEEL TRAFFIC PLATES | 5,528.33 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 32.69 |
| 00389361 | OFFICE DEPOT INC | OFFICE SUPPLIES | 48.35 |
| 00389378 | RT LAWRENCE CORP | LOCKBOX PROCESSING | 506.30 |
| 00389395 | VERIZON WIRELESS | DATA SERVICES | 800.20 |
| 00389437 | UNDERGROUND SERVICE ALERT | ANNUAL FEE | 2,738.27 |
| 00389470 | DELTA DENTAL | DENTAL INSURANCE PREMIUM | 89.29 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 166.14 |
| 00389516 | VERIZON WIRELESS | DATA SERVICES | 304.08 |
| 00937376 | INFOSEND INC | POSTAGE COSTS | 1,902.38 |
| 00937396 | SCOTTO, CHARLES W AND DONNA F | BUILDING LEASE | 5,000.00 |
| 00937577 | PETERSON TRACTOR CO | WHEEL LOADER | 29,529.96 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 590.50 |
| 00937581 | SUPERION LLC | LUCITY ANNUAL FEES | 12,172.14 |
| 631 | Marina Fund | | |
| Non Departmental | | | |
| 00389512 | STATE BOARD OF EQUALIZATION | SALES TAX REMITTANCE | 842.00 |



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Marina Administration

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| 00389223 | BRIGHT SECURITY INTEGRATIONS | MONITORING SERVICE | 600.00 |
| 00389254 | MUNICIPAL POOLING AUTHORITY | 20/21 PROPERTY INSURANCE | 15,198.00 |
| 00389309 | CALIF, STATE OF | USE TAX REMITTANCE | 1.79 |
| 00389350 | LOWES COMPANIES INC | SUPPLIES | 53.90 |
| 00389364 | PACIFIC GAS AND ELECTRIC CO | GAS | 4,525.44 |
| 00389406 | COMCAST | CONNECTION SERVICES | 221.04 |
| 00389408 | CUSTOM COMPUTERS INC | REPAIR SERVICE | 135.00 |
| 00389453 | BLUE SHIELD LIFE | INSURANCE PREMIUM | 41.27 |
| 00389460 | COMCAST | CONNECTION SERVICES | 216.29 |
| 00389470 | DELTA DENTAL | DENTAL INSURANCE PREMIUM | 178.59 |
| 00389478 | FURBER SAW INC | EQUIPMENT | 835.74 |
| 00389483 | HONEYWELL INTERNATIONAL INC | HVAC SERVICE | 1,710.00 |
| 00389499 | NEXTEL SPRINT | CELL PHONE | 94.72 |
| 00937575 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 1,300.00 |
| 00937579 | RAY MORGAN COMPANY | COPIER USAGE | 44.51 |



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: REJECTION OF CLAIM: SARBJIT CHOHAN, HARPREET SINGH

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Sarbjit Chohan and Harpreet Singh.

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

ATTACHMENTS

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Cindy Gnos, Contract Planner

APPROVED BY: Alexis Morris, Planning Manager *Ch for Am*

SUBJECT: The Ranch Project (GP-20-01, MDP-20-01) – Second Reading

RECOMMENDED ACTION

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

1. Adopt an ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.; and
2. Adopt an ordinance rezoning the property to Planned Development and adopting the development standards.

DISCUSSION

The adoption of an ordinance requires two separate readings. The subject ordinances were introduced at the July 28, 2020 City Council meeting. This second reading will finalize the adoption of the ordinance.

ATTACHMENTS

- A. Ordinance Approving a Development Agreement Between the City of Antioch and Richland Planned Communities, Inc. for The Ranch Project
- B. Ordinance 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)

ATTACHMENT A
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.

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 in a form approved by the City Attorney 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 B

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 (APNs 057-010-002, 057-010-003, and 057-021-003) shown in Exhibit A, 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

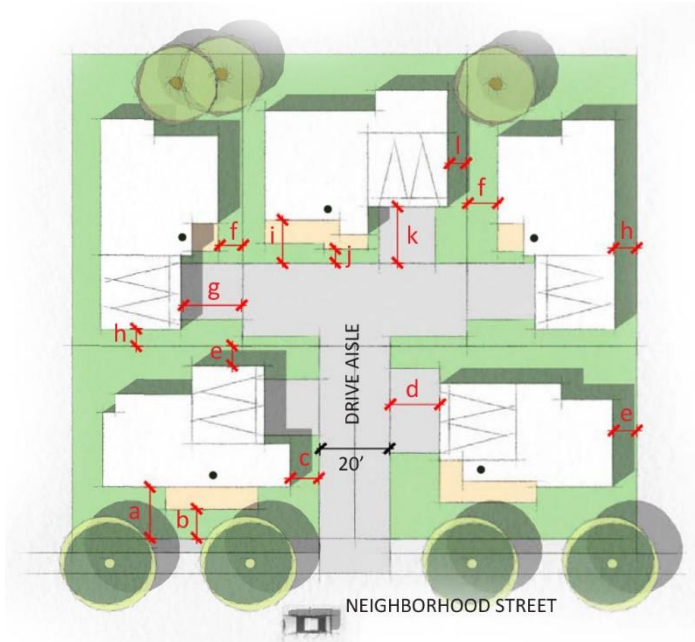
This designation is for medium-density lots in a cluster configuration around a private lane. The unit entry and garages are oriented to the front of the lot. Average lot size is approximately 4,200 s.f.

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.

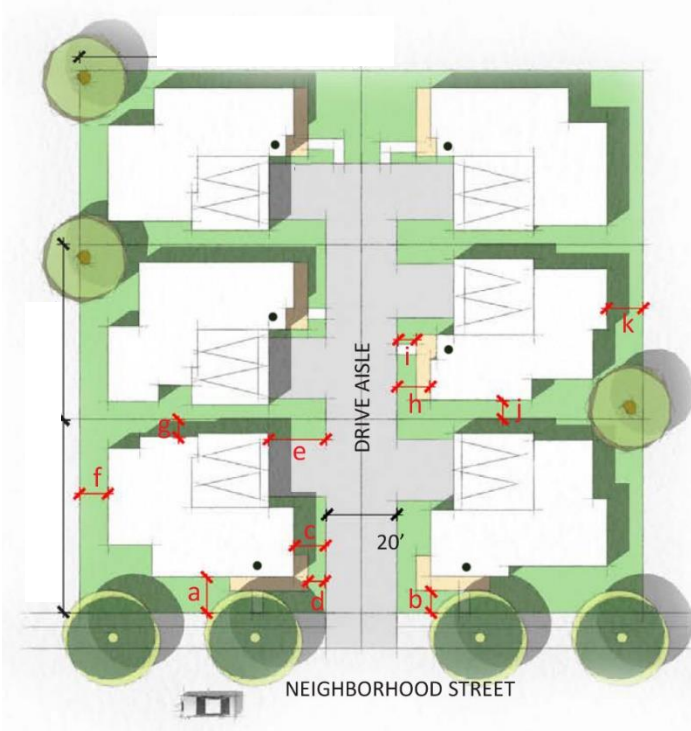


*Setback distance measured from the edge of the drive aisle.

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 |

| | |
|--|---|
| 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:

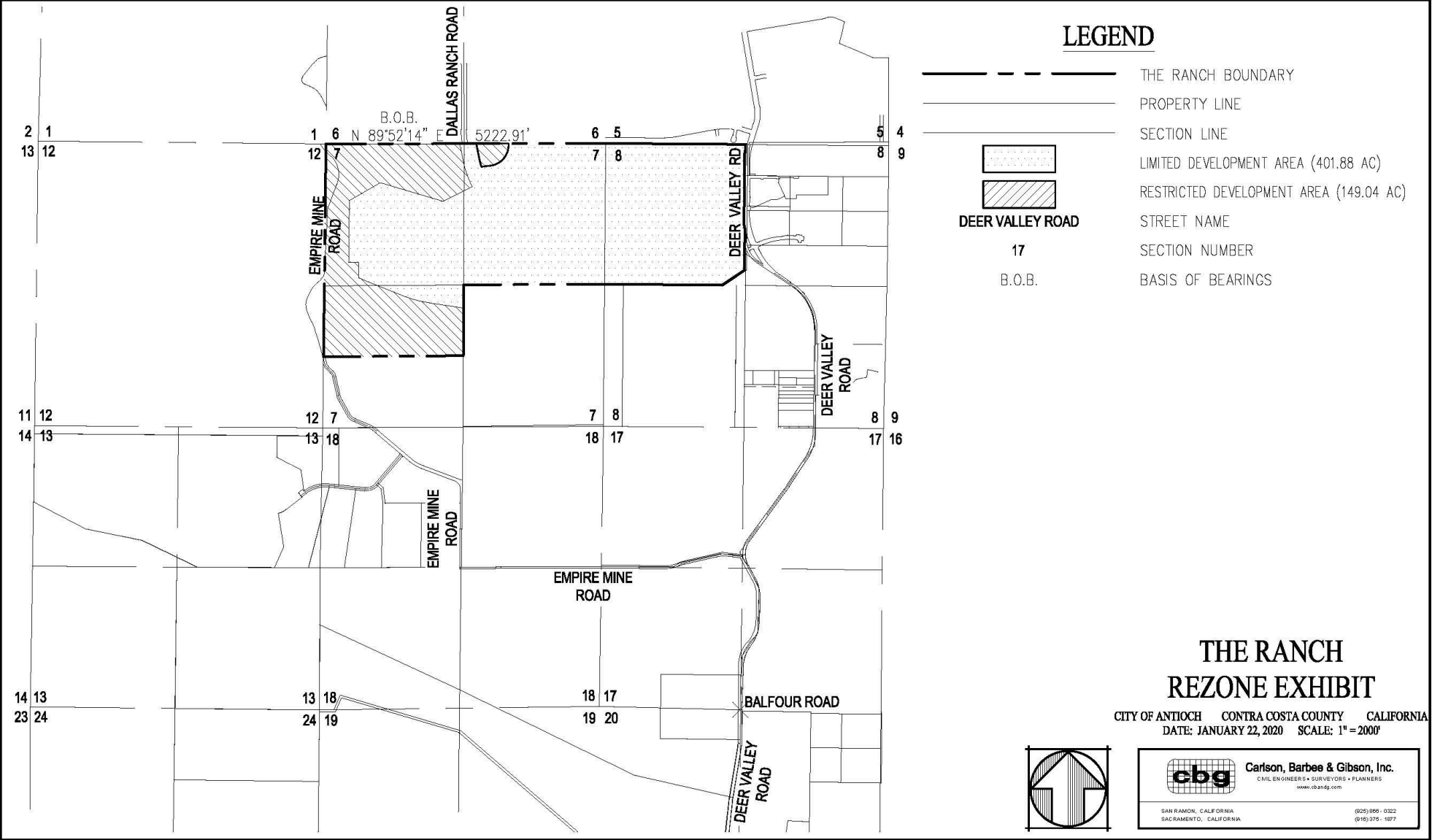
ABSTAIN:

Mayor of the City of Antioch

ATTEST:

City Clerk of the City of Antioch

EXHIBIT A
PROPOSED REZONE EXHIBIT




CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tammany Brooks III, Chief of Police 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Authorize Response to Grand Jury Report "Police Department Staffing" Report 2004

RECOMMENDED ACTION

It is recommended that the City Council approve the resolution authorizing the Mayor to sign and submit the City of Antioch's response to the Contra Costa Civil Grand Jury Report No. 2004, "Police Department Staffing"; the response is attached hereto as Attachment C.

FISCAL IMPACT

Responding to the Grand Jury reports took staff time. Fiscal impacts of implementing recommendations in the report are not yet identified.

DISCUSSION

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code § 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the "governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body" (Cal. Penal Code § 933(c)).

In May, Antioch and other public agencies in the County received the attached Grand Jury report: "Police Department Staffing." This report was not just addressed to Antioch, but was sent countywide. Attachment C provides Antioch's responses to the Grand Jury report.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution - Antioch's Response to Grand Jury Report: "Police
Department Staffing"

B. Grand Jury Report: "Police Department Staffing"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE MAYOR TO FORWARD A RESPONSE TO GRAND JURY
REPORT NO. 2004 – "POLICE DEPARTMENT STAFFING"**

WHEREAS, the City of Antioch received Grand Jury Report No. 2004 "Police Department Staffing;

WHEREAS, a written response to the Grand Jury is required under California Penal Code; and

WHEREAS, a written response to the Grand Jury has been drafted and reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Mayor to sign the written response to the Grand Jury Report No. 2004 – "Police Department Staffing" which is attached to this Resolution as "Exhibit 1."

* * * * *

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 11th day of August 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



August 11, 2020

The Honorable Barry Baskin
Presiding Judge of the Contra Costa Superior Court
Wakefield-Taylor Court Building, Department 1
725 Court Street
Martinez, CA 94553

Re: **Contra Costa County Grand Jury Report: "Police Department Staffing"
(Report 2004)**

Dear Judge Baskin:

On behalf of the Antioch City Council, this letter responds to Contra Costa County Grand Jury Report: "Police Department Staffing." The City Council authorized this response at its meeting on August 11, 2020. Pursuant to California Penal Code § 933.05, the City will respond to the applicable findings and recommendations.

Findings

Finding #1: "Low officer staffing ratios and/or unfilled officer positions present challenges in maintaining police services."

The City agrees with this finding.

Finding #2: "Low officer staffing ratios and/or unfilled officer positions have resulted in reducing or eliminating staffing of traffic units, school resource officers, community outreach, or other police services."

The City agrees with this finding.

Finding #3: "Due to low officer staffing ratios and/or unfilled officer positions, officers are often required to put in mandatory overtime to cover critical services."

The City agrees with this finding.

Finding #4: “Mandatory overtime can lead to officer stress, which creates retention challenges.”

The City agrees with this finding.

Finding #5: “Low officer staffing ratios and/or unfilled officer positions may contribute to increased average response times for Priority 1 (emergency) calls.”

The City agrees with this finding.

Finding #6: “Recruiting officers is challenging due to fewer applicants who meet the required hiring standards and complete the rigorous testing process.”

The City agrees with this finding.

Finding #7: “Negative perceptions of policing and the availability of less dangerous job opportunities contribute to fewer applicants for law enforcement positions.”

The City agrees with this finding.

Finding #8: “Each Contra Costa police agency (except those that contract with the Sheriff's Office) conducts its own recruiting program to attract potential applicants.”

The City agrees with this finding.

Finding #9: “The process of hiring and training new officers takes an extensive amount of time and resources to complete.”

The City agrees with this finding.

Finding #10: “Each Contra Costa police agency (except those that contract with the Sheriff's Office) manages its own screening process for police officer positions, resulting in a replication of efforts across the County.”

The City agrees with this finding.

Finding #12: “Recruits and young officers have different expectations than in the past regarding work/life balance.”

The City agrees with this finding.

Finding #13: “Recruits and young officers' expectations about work/life balance contribute to the challenges of officer recruiting and retention.”

The City agrees with this finding.

Finding #14: “Wellness and Employee Assistance Programs offered by Contra Costa police agencies aid retention of police officers.”

The City agrees with this finding.

Recommendations

Recommendation # 2: “The City/Town Councils of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Martinez, Moraga, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds to study the cost/benefit of a countywide screening process for police officer positions, to avoid replication of these steps while allowing each city police department to select and evaluate candidates, by June 30, 2021.”

The recommendation will not be implemented:

Each law enforcement agency has unique selection criteria and community expectations. A standardized approach to applicant screening would marginalize the individual needs of communities within our diverse county. The City of Antioch cannot speak to the needs of other agencies.

Recommendation # 3: “The Sheriff, and the City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider directing their police departments to apply annually, or when offered in 2021, to the Department of Justice COPS Hiring Program, which provides funding for hiring additional officers, by June 30, 2021.”

This recommendation has already been implemented:

The Antioch Police Department applied for and was awarded the Department of Justice 2020 COPS Hiring Program (CHP) Grant on June 25, 2020. This was a matching funds grant for (6) six additional sworn positions to be utilized as School Resource Officers. At the July 28, 2020 City Council Meeting, the Antioch City Council accepted this grant contingent upon entering into a cost sharing agreement with the Antioch Unified School District (AUSD). At the time of this response, an agreement has not yet been reached with AUSD.

Recommendation # 4: “The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds to increase the number of authorized sworn officers to fill understaffed units, such as traffic patrol and school resource officers, by June 30, 2021.”

This recommendation has already been implemented:

Two (2) recent sales tax measures, intended to support increased Police Department staffing, have been brought before the voters of the City of Antioch (Measure C in 2013 and Measure W in 2018). Both sales tax measures passed, and the Antioch Police Department reached full staffing for sworn officers on May 18, 2020.

Recommendation # 5: “The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds that would permit their police departments to over-hire officer positions as a strategy for keeping departments fully staffed, by June 30, 2021.”

This recommendation has already been implemented:

The City of Antioch currently allows for the over-hiring of (6) six officer positions above authorized staffing levels. The City of Antioch cannot speak to the needs of other agencies.

We trust the Grand Jury will find these responses helpful to its endeavor.

Sincerely yours,

Sean Wright
Mayor, City of Antioch

Anne N. Granlund, Contra Costa County Grand Jury Foreperson, 725 Court Street, Martinez, CA 94553
Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

Grand Jury**Contra
Costa
County**

May 20, 2020

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

Dear City of Antioch:

Attached is a copy of Grand Jury Report No. 2004, "Police Department Staffing" by the 2019-2020 Contra Costa Civil Grand Jury.

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency or department responsible for responding to the report. As the responding person or person responding on behalf of an entity, you shall report one of the following actions in respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the case of both (2) and (3) above, you shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

After reviewing your response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) a copy in Word by e-mail to ctadmin@contracosta.courts.ca.gov. Your response must be submitted to the Grand Jury, in the form described by the above-quoted Government Code, no later than **August 21, 2020**.

Finally, please note that this report is being provided to you at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to ctadmin@contracosta.courts.ca.gov.

Sincerely,



Anne N. Granlund, Foreperson
2019-2020 Contra Costa County Civil Grand Jury

cc: Ron Bernal, City Manager

**A REPORT BY
THE 2019-2020 CONTRA COSTA COUNTY CIVIL GRAND JURY**

725 Court Street
Martinez, California 94553

Report 2004

Police Department Staffing

Impact on Community Policing Services and Personnel

APPROVED BY THE GRAND JURY

Date May 15, 2020

Anne N. Granlund
ANNE N. GRANLUND

GRAND JURY FOREPERSON

ACCEPTED FOR FILING

Date MAY 15 2020

Anita Santos
ANITA SANTOS
JUDGE OF THE SUPERIOR COURT

Contact: Anne Granlund

Foreperson

(925) 608-2621

Contra Costa County Civil Grand Jury Report 2004

Police Department Staffing

Impact on Community Policing Services and Personnel

**TO: Contra Costa County Board of Supervisors
Contra Costa County Office of the Sheriff
City/Town Councils of: Antioch, Brentwood, Clayton, Concord,
Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga,
Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond,
San Pablo, San Ramon, Walnut Creek**

SUMMARY

Local government provides police services for the safety and protection of all residents. Community law enforcement in Contra Costa County (the County) is performed by the police department in each city and by the Contra Costa County Office of the Sheriff (the Sheriff) in unincorporated areas of the County. The Grand Jury investigated factors affecting police staffing in the County and the resulting impact on police services and personnel.

The Grand Jury compared staffing levels of sworn officers in each department to County and California state averages. The Grand Jury found that relatively low authorized sworn officer levels and ongoing unfilled officer positions contribute to mandatory officer overtime, reduced level of police services such as traffic enforcement and school resource officers, and longer response times.

The Grand Jury also investigated the challenges of recruiting, hiring, and retaining officers. Fewer applicants than in the past are applying to law enforcement due to different career expectations, the availability of less dangerous jobs, and negative perceptions of policing. Police agencies in the County compete for applicants and each agency conducts its own recruiting program. The process of hiring and training new officers is costly, time-consuming, and replicated by police departments in the County. A few cities with smaller police departments contract with the Sheriff for police services and do not need to manage the hiring and training process. These contract cities are often able to fill open positions faster than non-contract cities.

The Grand Jury recommends cities and towns in the County consider identifying funds to increase the number of authorized sworn officers to fill currently understaffed units. Cities and towns should also consider identifying funds that would allow their police departments to over-hire officer positions as a strategy for keeping departments fully staffed. Cities and towns should consider identifying funds to study the feasibility of a countywide screening process for police officer positions. Cities, towns, and the Sheriff should consider directing their police departments to apply for the Department of Justice Community Oriented Policing Services (COPS) grants to help fund additional officer positions. The Grand Jury also recommends the County consider identifying funds to develop a countywide outreach program to attract more applicants to police agencies in Contra Costa County.

METHODOLOGY

The Grand Jury used the following investigative methods:

- Interviewed city and County law enforcement personnel
- Reviewed staffing data from city and County law enforcement agencies
- Reviewed police staffing levels outside of Contra Costa County
- Reviewed response times from representative city and County law enforcement agencies
- Examined police officer hiring, recruiting, and retention for representative city and County law enforcement agencies

CONFLICT OF INTEREST DISCLAIMER

One or more jurors recused themselves from this investigation due to possible conflict of interest and did not participate in the investigation, preparation, or approval of this report.

BACKGROUND

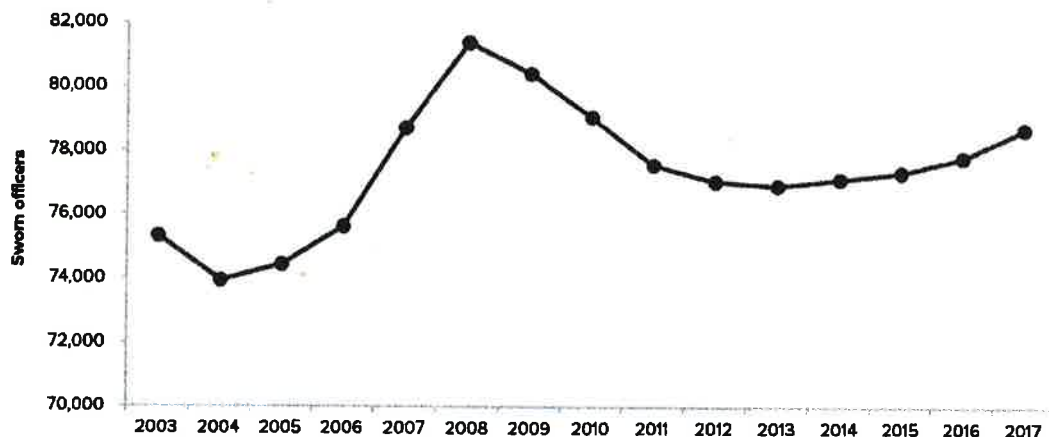
Police staffing has been a well-documented challenge for communities across the United States over the past decade. In the years following the start of the Great Recession of 2008, cities and counties laid off or retired law enforcement personnel. Figure 1 shows the effect of the recession on California law enforcement staffing.

Figure 1. California Law Enforcement Staffing

LAW ENFORCEMENT STAFFING IN CALIFORNIA

OCTOBER 2018

California's law enforcement officer staffing has not fully rebounded since the Great Recession



Source: California Department of Justice's Criminal Justice Profiles 2003–2012 and Crime in California 2013–2017, Criminal Justice Full-Time Personnel.

As the economy improved, cities and counties resumed hiring law enforcement personnel; however, many city and county police agencies have not returned to their pre-recession staffing levels. Police staffing continues to be reported as an issue in the Bay Area.

This investigation examined issues affecting police staffing in Contra Costa County, including hiring, recruiting, and retention, and the resulting impact on community policing services and law enforcement personnel.

DISCUSSION

Contra Costa County residents rely on the police to ensure public safety, solve crime, and enforce the law. Police staffing in Contra Costa County affects community police services and the ability of police agencies to fulfill this mission. In analyzing staffing levels, the Grand Jury considered:

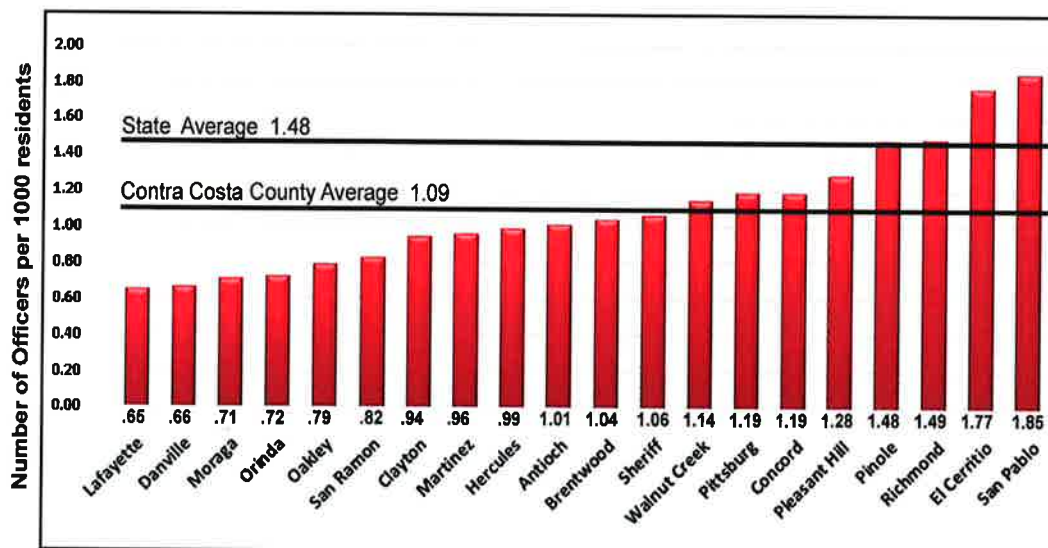
- The ratio of authorized sworn officers per 1,000 residents for every city police department in Contra Costa County
- Current number of unfilled sworn officer positions
- Time required to fill these vacancies
- Challenges in hiring and retention of qualified applicants

Staffing

One method of assessing staffing levels is to compare staffing ratios, defined as the number of officers per 1,000 residents. Staffing ratios are useful in identifying cities that may be understaffed on a per capita basis. The ratios of authorized sworn officers per 1,000 residents for police agencies in Contra Costa County range from 0.65 to 1.85, with a County average (mean) of 1.09, as shown in Figure 2. The staffing ratio for the Sheriff reflects only patrol deputies serving the population in the unincorporated part of the County and omits those working in County jails. The Grand Jury compared these ratios to the estimated California state average ratio. According to one estimate from 2018, California had approximately 67,200 patrol officers in 2017; this number excludes officers working in county jails. About 87% of these officers were municipal police officers or county sheriff patrol officers. Using a 2017 estimated state population of 39.4 million, the average California staffing ratio was roughly 1.48 patrol officers per 1,000 residents. As shown in Figure 2, 15 cities and the Sheriff's Office are below the state average, one city is at the average, and 3 cities are above the average.

Figure 2. Authorized Police Staffing Ratios

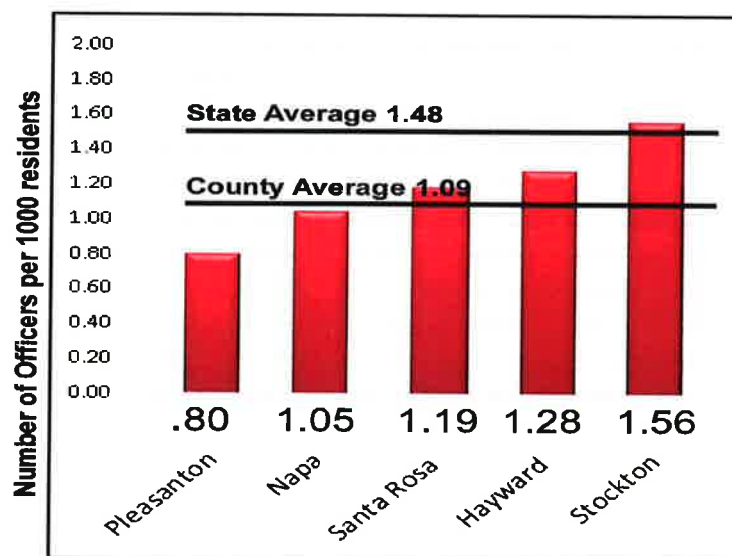
(based on 2019 – 2020 data)



For comparison, Figure 3 shows the authorized staffing ratios of other cities in Northern California.

Figure 3. Authorized Staffing Ratios for Surrounding Cities

(based on FY 2019 – 2020 city budget data)



State and county staffing ratios are guidelines, but local factors, such as the number of service calls, crime level, and available budget, often determine staffing needs. Each city council approves an annual budget that funds, or authorizes, a certain number of officers. This funding includes wages, benefits, and other expenses. A police chief or the Sheriff must justify requests for additional positions to their governing authorities.

During the Great Recession of 2008, Contra Costa police departments reduced staffing, and some have not regained these positions as of 2019. State and Federal grants are available to supplement department funding. For example, local law enforcement agencies can apply to the U.S. Department of Justice Community Oriented Policing Services (COPS) Hiring Program, which offers funding for hiring additional officers.

Response Times

Police staffing levels can be assessed by examining response times - the time it takes an officer to respond when called. Response time is calculated from the first ring at the dispatch center to the time of the officer's arrival on the scene. This includes the time to answer the call, obtain necessary information, assess the priority of the call, dispatch the officer, and travel to the scene. For the selected representative cities surveyed, average response times varied from 4 minutes 25 seconds to 8 minutes 32 seconds for Priority 1 (emergency) calls. For these calls, a common goal for city police departments is a response time of 5 minutes or less. The response times for property crimes and

other nonviolent crimes can be longer, sometimes hours, depending on the number of available officers and the number of Priority 1 calls. Lower staffing levels are contributing to longer response times for Priority 1 calls for some police agencies. Response times also depend on the officer's location and distance from the scene when dispatched.

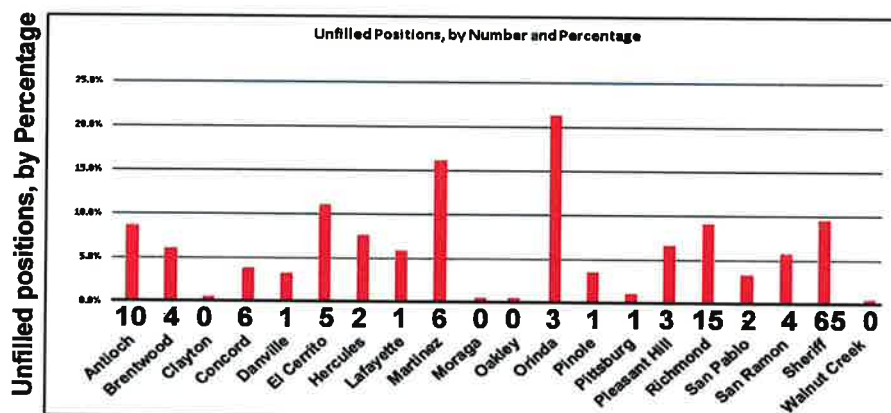
Unfilled Positions

Every police department except Clayton, Moraga, Oakley, and Walnut Creek had unfilled positions when surveyed. These vacancies are primarily a result of retirements, officers on leave, lateral transfers out of the department, and resignations. When authorized positions are not filled, departments reduce services and/or require officers to work overtime. Departments prioritize staffing for emergency response over less critical functions. The Grand Jury found that understaffed police agencies in the County have reduced or eliminated services in the following areas:

- School resource officers
- Traffic enforcement
- Resources allocated to property and nonviolent crimes
- Community outreach activities

Officers realize that overtime is sometimes a necessary part of the job. Some overtime is voluntary, which provides officers with an opportunity to earn extra pay, and some overtime is mandatory. Ongoing mandatory overtime can be a cause of stress for officers. Some police departments in the County have the approval to hire more positions than authorized as a strategy for addressing anticipated vacancies. This practice allows police departments to maintain authorized staffing levels and reduce mandatory overtime. Figure 4 shows both the number and percentage of unfilled authorized positions for police agencies in Contra Costa County.

**Figure 4. Unfilled Sworn Officer Positions, by Number and Percentage
(based on 2019 – 2020 data)**



Recruiting

Officer recruiting is an ongoing effort for police departments as there are not enough qualified applicants to replace retiring officers. Police departments face several challenges in recruiting applicants. Police incidents shared on social media have led to negative perceptions of policing. In recent times, the strength of the Bay Area economy and low unemployment rate offered less dangerous job opportunities at salaries competitive with law enforcement careers. Also, work/life balance is more important to applicants today than in the past and can be difficult to achieve with the long shifts and irregular hours often involved in police work.

Police departments use the following strategies for recruiting:

- Attending career fairs at high schools and junior colleges
- Posting on websites and social media
- Participating in community events
- Referrals from current staff

Police departments are recruiting from the same pool of applicants across the County and the greater Bay Area. Candidates apply to multiple agencies and often have individual preferences such as the size of the department, type of work schedule available, level of police action in the jurisdiction, and commute distance, which is often a disadvantage for police departments in areas with high housing costs.

Hiring Procedures

Most departments accept applications on an ongoing basis and begin the hiring process when they have an opening, although some agencies have specific application deadlines. The basic qualifications for hiring a sworn police officer or deputy sheriff include: a high school diploma (some college preferred), a California driver's license, United States citizenship or permanent residence, 21 years of age by the end of police academy training, no felony convictions, and successful completion of a Commission on Peace Officer Standards and Training (POST) authorized police academy.

After application, the screening process includes:

- Written exam
- Physical agility test
- Oral interview
- Completion of a POST personal history statement
- Polygraph
- Background investigation

- Conditional job offer
- Medical examination
- Psychological examination

After completing these steps, the applicant will enroll in a police academy and upon successful completion become a probationary police officer. The hiring standards are rigorous and up to 100 applicants may be screened to fill one vacant position. Despite this challenge, departments would rather have a shortage of officers than lower their hiring standards. The hiring process takes six to twelve months from application through completion of the academy. The long lead time for hiring contributes to the challenge of filling open officer positions. In addition, the process of recruiting, hiring, and training an officer incurs many costs, including application screening, interviews, background check, academy cost, salary during training, and equipment. The process is costly, extensive, and time-consuming for each department.

Danville, Lafayette, and Orinda contract with the Contra Costa County Office of the Sheriff for their police services. In these cities, the Sheriff's deputies serve as police officers according to the County's contract with each city. These cities rely on the resources of the Sheriff for their specialized needs such as Investigations, Special Weapons and Tactics, Canine Unit, Human Resources, and administrative overhead. They also rely on the Sheriff for recruiting, evaluation, and training.

When an opening for a police officer position becomes available, the city police chief notifies the Sheriff and the opening is posted. The Sheriff's Human Resources department handles the request, and the opening is filled within a few months with a fully qualified and trained officer. This process is one of the advantages of contracting with the Sheriff for police services. All the application and evaluation steps are handled by the Sheriff and not directly by the contracting city. Another advantage is that the Sheriff will replace an officer if a deputy is unable to work for an extended period due to disability, injury, medical leave, or family leave. The disadvantages for cities contracting with the Sheriff include some loss of local control over the management of their police department and officers' lack of continuity with the city due to the rotation of deputies. Contracting with the Sheriff may not be economically beneficial for larger police departments since economies of scale allow larger departments to spread the costs of administration and overhead.

Retention

There are two main challenges to retaining qualified officers. The first is losing officers to other police departments. Reasons officers leave a department include:

- Working closer to home
- Variety of assignments offered at a larger department
- Promotion opportunities at another department

- Amount of crime and policing activity in the jurisdiction
- Higher pay and/or better benefits at another department
- Signing bonus offered by another department
- Mandatory overtime and job stress
- Dissatisfaction with management or other organizational issues

The second challenge for retention is officer wellness, including physical, emotional, and financial health. Unhappy and stressed officers take extended time off, perform poorly on the job, and leave the job either voluntarily or involuntarily. In the past, officers were expected to hide their emotions and often buried their stress. Departments have responded with Employee Assistance Programs (EAPs), including confidential counseling with outside vendors, peer support, and programs to promote family wellness and healthy living. Typical EAPs provide emotional, mental, and physical health support services to employees and their families, and may include substance abuse treatment, relationship counseling, and financial advice. Officers are using these services and departments consider them a positive contribution to retaining qualified officers.

FINDINGS

- F1. Low officer staffing ratios and/or unfilled officer positions present challenges in maintaining police services.
- F2. Low officer staffing ratios and/or unfilled officer positions have resulted in reducing or eliminating staffing of traffic units, school resource officers, community outreach, or other police services.
- F3. Due to low officer staffing ratios and/or unfilled officer positions, officers are often required to put in mandatory overtime to cover critical services.
- F4. Mandatory overtime can lead to officer stress, which creates retention challenges.
- F5. Low officer staffing ratios and/or unfilled officer positions may contribute to increased average response times for Priority 1 (emergency) calls.
- F6. Recruiting officers is challenging due to fewer applicants who meet the required hiring standards and complete the rigorous testing process.
- F7. Negative perceptions of policing and the availability of less dangerous job opportunities contribute to fewer applicants for law enforcement positions.
- F8. Each Contra Costa police agency (except those that contract with the Sheriff's Office) conducts its own recruiting program to attract potential applicants.
- F9. The process of hiring and training new officers takes an extensive amount of time and resources to complete.

- F10. Each Contra Costa police agency (except those that contract with the Sheriff's Office) manages its own screening process for police officer positions, resulting in a replication of efforts across the County.
- F11. Contra Costa cities that contract with the Sheriff for police services are generally able to fill vacancies faster than non-contract cities.
- F12. Recruits and young officers have different expectations than in the past regarding work/life balance.
- F13. Recruits and young officers' expectations about work/life balance contribute to the challenges of officer recruiting and retention.
- F14. Wellness and Employee Assistance Programs offered by Contra Costa police agencies aid retention of police officers.

RECOMMENDATIONS

Note: The Grand Jury conducted the majority of its investigation before Contra Costa County and the State of California issued shelter-in-place orders. The Jury recognizes that County departments, agencies, and cities are currently addressing COVID-19 related matters and the Jury has adjusted implementation dates in the recommendations accordingly.

- R1. The Board of Supervisors should consider identifying funds to develop a countywide outreach program to attract more applicants to police agencies in Contra Costa County, by June 30, 2021.
- R2. The City/Town Councils of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Martinez, Moraga, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds to study the cost/benefit of a countywide screening process for police officer positions, to avoid replication of these steps while allowing each city police department to select and evaluate candidates, by June 30, 2021.
- R3. The Sheriff, and the City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider directing their police departments to apply annually, or when offered in 2021, to the Department of Justice COPS Hiring Program, which provides funding for hiring additional officers, by June 30, 2021.

- R4. The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds to increase the number of authorized sworn officers to fill understaffed units, such as traffic patrol and school resource officers, by June 30, 2021.
- R5. The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds that would permit their police departments to over-hire officer positions as a strategy for keeping departments fully staffed, by June 30, 2021.

REQUIRED RESPONSES

| | Findings | Recommendations |
|--|---|-----------------|
| Contra Costa County Board of Supervisors | F6,F7,F8 | R1 |
| Contra Costa County Sheriff | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F11, F12,F13,F14 | R3 |
| City of Antioch | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Brentwood | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Clayton | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Concord | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| Town of Danville | F1,F2,F3,F4,F5,F6 F7,F9,F11,F12, F13, F14 | R3,R4,R5 |
| City of El Cerrito | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Hercules | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Lafayette | F1,F2,F3,F4,F5,F6 F7,F9,F11,F12, F13, F14 | R3,R4,R5 |
| City of Martinez | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| Town of Moraga | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Oakley | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |

| | | |
|-----------------------|---|-------------|
| City of Orinda | F1,F2,F3,F4,F5,F6 F7,F9,F11,F12, F13, F14 | R3,R4,R5 |
| City of Pinole | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Pittsburg | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Pleasant Hill | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Richmond | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of San Pablo | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of San Ramon | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |
| City of Walnut Creek | F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14 | R2,R3,R4,R5 |

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 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: Antioch Municipal Reservoir Aquatic Vegetation Removal Project
(P.W. 453-1)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution amending the fiscal year 2019/20 Capital Improvements Budget to change the \$100,000 funding from the General Fund to the Water Enterprise Fund for the Antioch Municipal Reservoir Aquatic Vegetation Removal ("Project").

FISCAL IMPACTS

Approval of this resolution will increase Water Enterprise Funding for the Project by \$100,000 and remove \$100,000 from the General Fund currently included in the revised fiscal year 2019/2020 Capital Improvements Budget.

DISCUSSION

The funding source associated with the Project was inadvertently changed in the 2020-2025 Capital Improvement Program. The revised fiscal year 2019/2020 Capital Improvements Budget currently has funding through the General Fund. This action changes the funding source to the Water Enterprise Fund as it was originally intended.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE FISCAL YEAR 2019/20 CAPITAL IMPROVEMENTS BUDGET FOR
THE ANTIOCH MUNICIPAL RESERVOIR AQUATIC VEGETATION REMOVAL
P.W. 453-1**

WHEREAS, on June 23, 2020, the City Council of the City of Antioch approved and adopted the Five-Year Capital Improvement Program 2020-2025;

WHEREAS, the revised fiscal year 2019/20 Capital Improvements Budget inadvertently included \$100,000 from the General Fund for the Antioch Municipal Reservoir Aquatic Vegetation Removal ("Project") instead of the Water Enterprise Fund;

WHEREAS, the City Council of the City of Antioch has considered the necessary amendment to the fiscal year 2019/20 Capital Improvements Budget from the Water Enterprise Fund for the Project; and

WHEREAS the City Council of the City of Antioch has considered removing \$100,000 from the General Fund currently included in the revised fiscal year 2019/20 Capital Improvements Budget for the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an amendment to the fiscal year 2019/20 Capital Improvements Budget to change funding of \$100,000 from the General Fund to the Water Enterprise Fund for the Antioch Municipal Reservoir Aquatic Vegetation Removal.

* * * * *

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 11th day of August 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 August 11, 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: Sunset and Bear Ridge Booster Pump Station Upgrades
(P.W. 355-G)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the agreement with CD & Power for the purchase of two trailer mounted portable generators for use at the Sunset and Bear Ridge Booster Pump Stations ("Agreement") in the amount of \$114,932.10 and authorizing the City Manager to execute the Agreement.

FISCAL IMPACTS

The fiscal year 2020/2021 Capital Improvements Budget includes \$150,000 of Water Enterprise funds for the Sunset and Bear Ridge Booster Pump Station ("Project") including the purchase of portable generators.

DISCUSSION

The Sunset and Bear Ridge Booster Pump stations were constructed without backup electrical generators due to the limited space available at each site. With the continued possibility of power loss due to a variety of reasons, including PG&E's continued practice of their Power Safety Power Shutdown events, staff is recommending the purchase of two trailer mounted portable generators to help maintain pressure and supply within the distribution system in the event of a loss of power. Electrical connections will be installed at both pumping stations to allow staff the ability to quickly hook up and restore power to the facilities and provide the ability to maintain pressure to the affected customers in the event of a power outage.

On June 10, 2020, staff placed a request for proposal on the City website and contacted three (3) firms for the purchase of two trailer mounted portable generators. On July 10, 2020, proposals were received from CD & Power and Bay City Electric Works. Staff recommends Council accept the lowest proposal for the desired facilities submitted by CD & Power at a cost of \$105,201 plus applicable taxes.

ATTACHMENTS

- A. Resolution
- B. Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AGREEMENT WITH CD & POWER FOR THE PURCHASE OF
TWO TRAILER MOUNTED PORTABLE GENERATORS AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT
P.W. 355-G**

WHEREAS, the City has considered the purchase of two trailer mounted portable generators as part of the Sunset and Bear Ridge Booster Pump Station Upgrades ("Project");

WHEREAS, on June 10, 2020, staff contacted three firms and advertised a Request for Proposals on the City website for the purchase of two trailer mounted portable generators for the Project;

WHEREAS, on July 10, 2020, the City received proposals from CD & Power and Bay City Electric Works;

WHEREAS, the lowest responsive and responsible bidder's proposal for the desired facilities was submitted by CD & Power; and

WHEREAS, the City Council has considered authorizing the agreement with CD & Power for the purchase of two trailer mounted portable generators for this project ("Agreement") in the amount of \$114,932.10.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Agreement with CD & Power for the purchase of two trailer mounted portable generators in the amount of \$114,932.10 and authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

AI

RESOLUTION NO. 2020/**

August 11, 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 11th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of August, 2020 by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("City") and CD & Power, a Corporation, with its principal place of business at 150 Nardi Lane, Martinez, California 94553 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Two Trailer Mounted Portable Generators to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Two Trailer Mounted Portable Generators project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional purchase of two trailer mounted portable generators and maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and

details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Ron Bernal, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Scott Buenting, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.9.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification

provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.10 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "B" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed **One hundred fourteen, nine hundred thirty-two dollars and ten cents (\$114,932.10)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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.

b. 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting

from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

James Kim, Project Engineer
CD & Power
150 Nardi Lane
Martinez, CA 94553

City:

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

City:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, 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 alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS

SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND CD & POWER**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 11th day of August, 2020.

CITY OF ANTIOCH

Approved By:

Rowland E. Bernal Jr.
City Manager

ATTEST:

Arne Simonsen
City Clerk, MMC

Approved As To Form:

Thomas Lloyd Smith
City Attorney

CONTRACTOR

Signature

Name

Title

EXHIBIT "A"

Powering Your Success



GOTPOWER.COM

July 7, 2020

QUOTE # QPWDCI070720DTJK-RevAG

Public Works Department Capital Improvements Division
200 "H" Street
Antioch, Ca 94531-5007
Attn: Scott Buenting
Email: sbuenting@ci.antioch.ca.us
Phone: 925-779-7050

RE: Multi Quip DCA25SSIR4F 25kVA Generator

Thank you for the opportunity to provide pricing for the generator set and system accessories on the above referenced project. We are pleased to quote as follows:

ITEM 1: Equipment

One(1) Multi Quip DCA25SSIR4F Trailer mounted Generator

- o ISUSU 4LE2T Diesel Engine
- o EPA Tier4 Final, Certified
- o Water Cooled, 1800 RPM
- o 22Kw, Standby Rating, 20kw Prime Rating
- o Multi Voltage, 139/240V 3ph, 277/480V 3ph, 120/240V 1'ph, 60 Hz
- o ECU750 Controller
- o Sub-base Fuel Tank, 41.7 gal, 26 hr run @full load
- o Sound Attenuated Enclosure, 65 dba @23 ft
- o Main Line Circuit Breaker 60Amp
- o Battery Charger
- o 3500 lb GVWR, 1 axle trailer

Total Price, FOB Martinez, CA- ----- \$29,253.00 (tax not included)

ITEM 2: Equipment

One(1) Multi Quip DCA125SSIU4F Trailer mounted Generator

- o ISUSU BR-4HK1X Diesel Engine
- o EPA Tier 4 Final, Certified
- o Water Cooled, 1800 RPM
- o 110Kw, Standby Rating, 100kw Prime Rating
- o Multi Voltage, 139/240V 3ph, 277/480V 3ph, 120/240V 1 ph, 60 Hz
- o ECU845 Controller
- o Sub-base Fuel Tank, 169 gal, 24 hr run @ full load
- o Sound Attenuated Enclosure, 66 dba @23 ft
- o Main Line Circuit Breaker 300 Amp
- o (4) 50' 4/0 cables w/camlocks
- o Connection panel installed female camlock connections
- o 10000 lb GVWR 2 axle trailer

Total Price, FOB Martinez, CA- ----- \$75,948.00 (tax not included)

Corporate Headquarters:
150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700
Fax 925.229.2702
Contractor License #757162

Sacramento Branch:
4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622
Fax 916.564.1083

Quotation Notes:

- o Lead time : 8-12 weeks, subject to change without notice
-

Clarifications:

1. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
2. OSHPD paperwork and certification are excluded. This is the responsibility of the customer.
3. **All permits must be obtained prior to installation of the equipment.**
4. Standby Diesel Engine Generators. **Do not fuel** until pressurized Tank Testing is complete and signed off by local Hazmat authority.
5. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote please contact us immediately.

Possible Adder:

Pricing: Valid 30-Days from date on quote. Pricing may be adjusted after submittals and air quality acceptance.

Restocking: A restocking fee of 15% will apply for cancellation after receipt of purchase order and up to 60 days prior to scheduled order shipment date. Cancellation 60 days or less before scheduled shipment date will result in full PO charges.

Storage: CD & Power will not be held responsible for damage, burglary or vandalism that may occur while equipment is stored at our facility. Storage for more than one month will result in a \$100.00/week storage fee. A secondary shipping and/or crane charge to jobsite may also apply.

Please do not hesitate giving us a call with questions or concerns.

Sincerely,

James Kim, Project Engineer
925-229-2700 X128
james@gotpower.com

B14

CONDITIONS OF SALE

The Terms and Conditions of Sale below constitute an Agreement between CD & Power and Customer. The provisions of this agreement supersede all prior agreements, negotiations, representations and warranties whether written, oral or otherwise, and no waiver, alteration, or modification of this agreement shall be binding unless agreed to in writing and signed by both CD & Power and customer.

QUOTATIONS are valid for thirty (30) days from the date of quotation unless agreed to in writing by CD & Power. A Quotation is not a valid acceptance of an offer to sell unless (1), a Purchase Order signed by an authorized representative of the Customer is received by CD & Power or (2), approved by CD & Power Credit Department. Equipment in stock is subject to prior sale.

A recent California Air Resources Board rule requires that a particulate trap be added to generators for jobs located at or within 100 meters of a school grades K through 12 or day care centers. If your jobsite is within these requirements we will be glad to provide you price adders for the installation of a particulate filter.

SPECIAL ORDERS - A nonrefundable deposit is required for all special order equipment and accessories. The deposit will be applied against the balance of the equipment invoice and cancellation charges, if any.

CHANGES AND MODIFICATIONS - Customer agrees to pay for any changes in scope, design or work plan from that ordered. CD & Power shall have the right to subcontract any or all work covered by the sale. Sale is non-assignable by the Customer without prior written approval of CD & Power.

TERMS - All billings are net fifteen (15) days from the date of invoice upon credit approval. Retention is not acceptable. Customers not adhering to payment terms agree to pay delinquency charges of 1.5% per month or the maximum allowable by law, whichever is greater, on the unpaid balance. If CD & Power commences an action to collect amount due the Customer agrees to reimburse CD & Power all collection costs, attorney fees and court costs.

FINAL ACCEPTANCE - Final acceptance shall occur at time of delivery. Offloading is the Customer's responsibility unless otherwise provided for. Storage and interest charges will result when equipment and accessories ready for shipment to the Customer are held in CD & Power inventory due to Customer's inability to accept delivery.

WARRANTY - All implied warranties including without limitation merchantability and fitness for a particular purpose are excluded from this Agreement. CD & Power disclaims all liability for special, incidental, and consequential damages. The only warranty for equipment sold to the Customer shall be the Manufacturer's warranty. CD & Power obligation is limited to rework or replacement of materials necessary to correct any condition of the equipment resulting from defects in material. Manufacturer's warranty is not effective until Start Test is performed by CD & Power. Start and Test must be paid in advance.

RETURNED MERCHANDISE - Equipment, accessories and parts cannot be returned without CD & Power written approval. Equipment, accessories and parts must be in salable condition. Customer must pay transportation costs and restocking charge of twenty-five percent (25%) of invoice amount.

SECURITY INTEREST - CD & Power retains and Customer hereby grants CD & Power a Security Interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with CD & Power in executing such documents as CD & Power may deem necessary for the protection of such Security Interest.

TAXES, LICENSES, PERMITS AND INSURANCE - Customer shall pay to CD & Power the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. CD & Power will assume no responsibility for obtaining permits or licenses other than those specifically provided for. Customer shall reimburse CD & Power for the cost of providing any insurance related rights or waivers associated with CD & Power existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide CD & Power with appropriate exemption certificates.

Customer acknowledges that he has not relied on CD & Power skill or judgment in the selection of equipment and that any technical advice or specifications solicited regarding the equipment shall be used at Customer's own risk. Any noncertified drawings provided are descriptive in nature and not warranties of performance.

Except as expressly provided herein, the Agreement shall be governed, construed, and interpreted by the laws of the State of California. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply. CD & Power elects to opt out of the CISG. Waiver by CD & Power of any breach of the Terms and Conditions of Sale included herein or on any attachment shall not be construed as a waiver of any other breach. Waiver by CD & Power of any breach must be in writing.

CUSTOMER'S REMEDIES - CD & Power shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond CD & Power reasonable control. Customer's exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any nonconformity shall constitute complete

fulfillment of all liabilities of CD & Power. CD & Power aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by CD & Power for the equipment and services furnished. CD & Power liability shall be limited to those claims arising solely from the acts of the CD & Power. CD & Power shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, save and hold CD & Power harmless for any special, direct, indirect, incidental, accidental or consequential damages to anyone by reason of any breach of contract or of any express or implied warranty.

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance by CD & Power, to purchase and pay for this equipment, accessories and service in accordance with the CD & Power Conditions of Sale and Standard Terms & Conditions.

Company Name: _____

Contact Name: _____

Purchaser Authorized Signature: _____

Contact Title: _____

Date: _____

Purchase Order: _____

EXHIBIT "B"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** 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.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** 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.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** 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.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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 City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- ____ Performance Bond
- ____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on

the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

___ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

___ **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. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

___ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by 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. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
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 work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

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.

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.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *TS*

REVIEWED BY: Scott Buenting, Project Manager *SB*

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

SUBJECT: Resolution Adopting the Measure J Growth Management Program Compliance Checklist for Reporting Calendar Years 2018 and 2019 for the Sales Tax/Transportation Initiative

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution finding the City of Antioch in compliance with the Growth Management requirements of Measure "J".

FISCAL IMPACTS

The City's portion of Measure "J" local street maintenance and improvement funds for FY 2019-20 is estimated to be \$1,334,155. The allocation for FY 2020-21 is projected to be \$1,320,000.

DISCUSSION

The Growth Management Program for Measure "J" requires local jurisdictions to verify compliance with the program by preparing a biennial checklist and submitting it to the Contra Costa Transportation Authority ("CCTA"). In order to be eligible for receipt of Local Street Maintenance and Improvement ("LSM") Funds for fiscal years 2019-2020 and 2020-2021, the Council will need to approve the checklist (Exhibit "A") and submit it to CCTA by June 30, 2021.

Exhibit "A" to the resolution is the final Measure "J" checklist, which includes the reporting period from January 1, 2018 through December 31, 2019. The attachment included with CCTA's checklist provides detailed explanations of the City's compliance with the requirements of Measure "J". The City has met all of the applicable program requirements and is actively participating in the Measure "J" Implementation Program.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING THE MEASURE "J" GROWTH MANAGEMENT PROGRAM
COMPLIANCE CHECKLIST FOR REPORTING CALENDAR YEARS 2018 AND 2019
FOR THE SALES TAX/TRANSPORTATION INITIATIVE**

WHEREAS, Measure "J" (Ordinance 04-02) requires that every city in Contra Costa County develop a Growth Management Program in order to participate and comply with its requirements;

WHEREAS, on November 2, 2004, the voters of Contra Costa County adopted the Measure "J" Contra Costa Transportation Sales Tax Expenditure Plan;

WHEREAS, Measure "J" commenced on April 1, 2009;

WHEREAS, Measure "J" includes a half-cent transportation and retail transactions use tax intended to address transportation issues within Contra Costa County;

WHEREAS, Measure "J" grants the Contra Costa Transportation Authority ("CCTA") the ability to determine compliance with the Growth Management Plan;

WHEREAS, the CCTA has approved a Compliance Checklist to determine whether the Growth Management requirements of Measure "C" and Measure "J" are being met; and

WHEREAS, the City Council of the City of Antioch has reviewed the attached (Exhibit "A") completed checklist and documentation incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby adopt the completed Growth Management Compliance Checklist for reporting calendar years 2018 and 2019, along with the attached documentation, incorporated herein by reference.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

AI

EXHIBIT "A"

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

Measure J Growth Management Program Compliance Checklist

| 1. Action Plans | YES | NO | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| a. Is the jurisdiction implementing the actions called for in the applicable Action Plan for all designated Routes of Regional Significance within the jurisdiction? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Has the jurisdiction implemented the following procedures as outlined in the <i>Implementation Guide</i> and the applicable Action Plan for Routes of Regional Significance? | | | |
| i. Circulation of environmental documents, | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. Analysis of the impacts of proposed General Plan amendments and recommendation of changes to Action Plans, and | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. Conditioning the approval of projects consistent with Action Plan policies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Has the jurisdiction followed the procedures for RTPC review of General Plan Amendments as called for in the <i>Implementation Guide</i> ? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Development Mitigation Program | YES | NO | |
| a. Has the jurisdiction adopted and implemented a local development mitigation program to ensure that new development pays its fair share of the impact mitigation costs associated with that development? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Has the jurisdiction adopted and implemented the regional transportation mitigation program, developed and adopted by the applicable Regional Transportation Planning Committee, including any regional traffic mitigation fees, assessments, or other mitigation as appropriate? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

3. Address Housing Options

YES NO

- a. Has the jurisdiction prepared and submitted a report to the Authority demonstrating reasonable progress in providing housing opportunities for all income levels under its Housing Element? The report can demonstrate progress by
- (1) comparing the number of housing units approved, constructed or occupied within the jurisdiction over the preceding five years with the number of units needed on average each year to meet the housing objectives established in its Housing Element; or
- (2) illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development; or
- (3) illustrating how its General Plan and zoning regulations facilitate improvement or development of sufficient housing to meet the Element's objectives.

Note: A copy of the local jurisdiction's annual progress report (Tables A thru C) to the state Department of Housing and Community Development (HCD) is sufficient.

- b. Does the jurisdiction's General Plan—or other adopted policy document or report—consider the impacts that its land use and development policies have on the local, regional and countywide transportation system, including the level of transportation capacity that can reasonably be provided? ☒ ☐
- c. Has the jurisdiction incorporated policies and standards into its development approval process that support transit, bicycle and pedestrian access in new developments? ☒ ☐

A3

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

| 4. Traffic Impact Studies | YES | NO | N/A |
|---|-------------------------------------|--------------------------|--------------------------|
| a. Using the Authority's <i>Technical Procedures</i> , have traffic impact studies been conducted as part of development review for all projects estimated to generate more than 100 net new peak-hour vehicle trips? (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply). | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. If the answer to 4.a. above is "yes", did the local jurisdiction notify affected parties and circulate the traffic impact study during the environmental review process? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| 5. Participation in Cooperative, Multi-Jurisdictional Planning | YES | NO |
|--|-------------------------------------|--------------------------|
| a. During the reporting period, has the jurisdiction's Council/Board representative regularly participated in meetings of the appropriate Regional Transportation Planning Committee (RTPC), and have the jurisdiction's local representatives to the RTPC regularly reported on the activities of the Regional Committee to the jurisdiction's council or board? (Note: Each RTPC should have a policy that defines what constitutes regular attendance of Council/Board members at RTPC meetings.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Has the local jurisdiction worked with the RTPC to develop and implement the Action Plans, including identification of Routes of Regional Significance, establishing Multimodal Transportation Service Objectives (MTSOs) for those routes, and defining actions for achieving the MTSOs? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Has the local jurisdiction applied the Authority's travel demand model and <i>Technical Procedures</i> to the analysis of General Plan Amendments (GPAs) and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan MTSOs? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

A4

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

| | YES | NO | |
|---|-------------------------------------|--------------------------|--------------------------|
| d. As needed, has the jurisdiction made available, as input into the countywide transportation computer model, data on proposed improvements to the jurisdiction's transportation system, including roadways, pedestrian circulation, bikeways and trails, planned and improved development within the jurisdiction, and traffic patterns? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 6. Five-Year Capital Improvement Program | YES | NO | |
| Does the jurisdiction have an adopted five-year capital improvement program (CIP) that includes approved projects and an analysis of project costs as well as a financial plan for providing the improvements? (The transportation component of the plan must be forwarded to the Authority for incorporation into the Authority's database of transportation projects) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 7. Transportation Systems Management Program | YES | NO | |
| Has the jurisdiction adopted a transportation systems management ordinance or resolution that incorporates required policies consistent with the updated model ordinance prepared by the Authority for use by local agencies or qualified for adoption of alternative mitigation measures because it has a small employment base? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 8. Adoption of a voter-approved Urban Limit Line | YES | NO | N/A |
| a. Has the local jurisdiction adopted and continually complied with an applicable voter-approved Urban Limit Line as outlined in the Authority's annual ULL Policy Advisory Letter? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

- b. If the jurisdiction has modified its voter-approved ULL or approved a major subdivision or General Plan Amendment outside the ULL, has the jurisdiction made a finding of consistency with the Measure J provisions on ULLs and criteria in the ULL Policy Advisory Letter after holding a noticed public hearing and making the proposed finding publically available? ☐ ☐ ☒

9. Adoption of the Measure J Growth Management Element

YES NO N/A

Has the local jurisdiction adopted a final GME for its General Plan that substantially complies with the intent of the Authority's adopted Measure J Model GME?

☒ ☐ ☐

10. Posting of Signs

YES NO N/A

Has the jurisdiction posted signs meeting Authority specifications for all projects exceeding \$250,000 that are funded, in whole or in part, with Measure C or Measure J funds?

☒ ☐ ☐

11. Maintenance of Effort (MoE)

YES NO

Has the jurisdiction met the MoE requirements of Measure J as stated in Section 6 of the Contra Costa Transportation Improvement and Growth Management Ordinance (as amended)? (See the Checklist Instructions for a listing of MoE requirements by local jurisdiction.)

☒ ☐

12. Submittal of LSM Reporting and Audit Forms

YES NO

Has the local jurisdiction submitted a Local Street Maintenance and Improvement Reporting Form and Audit Reporting Form for eligible expenditures of 18 percent funds covering FY 2017-18 and FY 2018-19?

☒ ☐

Ab

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

13. Other Considerations

YES

NO

N/A

If the jurisdiction believes that the requirements of Measure J have been satisfied in a way not indicated on this checklist, has an explanation been attached below?

☐☐☒

Review and Approval of Checklist

This Measure J GMP Compliance Checklist was prepared by:

Signature

Date

Name & Title (print)

Phone

Email

The Council/Board of _____ has reviewed the completed Checklist and found that the policies and programs of the jurisdiction as reported herein conform to the requirements for compliance with the Contra Costa Transportation Improvement and Growth Management Program.

Certified Signature (Mayor or Chair)

Date

Name & Title (print)

Attest Signature (City/Town/County Clerk)

Date

Name (print)

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

Supplementary Information (Required)

1. Action Plans

- a. *Please summarize steps taken during the reporting period to implement the actions, programs, and measures called for in the applicable Action Plan for Routes of Regional Significance:*

Improve Multimodal and Decrease Single-Occupant Vehicle Travel

- 2018 ADA and Sidewalk Repair program
- Downtown CDBG Improvements
- Planning of L St Improvement Project – Adds Bicycle lanes from SR4 to Marina

Maintain Existing Transportation Network to Support Safety and Efficiency

- Lone Tree Way/Golf Course Road Pavement Resurfacing
- 2019 Pavement Plugs and Leveling Courses

Manage the Effects of New Growth on the Transportation System

- Conducted a traffic impact fee study for new development

Action 1a – Maintain and enhance local pavement management systems

- Updated Pavement Management System as part of the P-TAP program

Action 2d – Emphasize the construction of unbuilt segments of Class II and III bikeways

- Bike lane striping on Lone Tree Way from Antioch City Limits (Empire Ave) to A Street

- b. *Attach, list and briefly describe any General Plan Amendments that were approved during the reporting period. Please specify which amendments affected ability to meet the standards in the Growth Management Element and/or affected ability to implement Action Plan policies or meet Multimodal Traffic Service Objectives (MTSOs). Indicate if amendments were forwarded*

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

to the jurisdiction's RTPC for review, and describe the results of that review relative to Action Plan implementation:

GP-18-01 – several amendments to the land use element which included the addition of the recently adopted downtown specific plan and minor amendments to reflect past amendments that were not properly updated in the land use element.

GP-16-01 – Amended the General Plan from Neighborhood Commercial to Mixed Use for the Wildflower Station Project.

GP-19-05 – update to the General Plan to incorporate the recently adopted cannabis ordinance as well as minor clean-up amendments.

Provide a summary list of projects approved during the reporting period and the conditions required for consistency with the Action Plan:

PD-15-03 Oakley Knolls Subdivision, Planned Development – none required

PD-16-01 Black Diamond Ranch Unit 4 Subdivision, Planned Development – none required

PD-15-13 Quail Cove Subdivision, Planned Development – none required

GP-16-01 Wildflower Station Mixed Use Project, general plan amendment, rezone, use permit, design review – none required

UP-17-03 Hillcrest Arco gas station, convenience store, car wash use permit, design review – none required

UP-17-05 10th St. Arco gas station, convenience store, car wash use permit, design review – none required

UP-18-04 AMCAL Apartments Project, use permit, rezone and design review – none required

PD-18-02 Acorn Business Park, planned development, use permit, design review – none required

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

UP-18-23 Contra Costa Farms Dispensary, use permit, design review – none required

2. Development Mitigation Program

a. *Describe progress on implementation of the regional transportation mitigation program:*

Antioch is a member of ECCRFFA. East County's regional traffic mitigation program was originally adopted in 1995. During the 2018 and 2019 reporting periods the following regional traffic mitigation fees were levied on single family homes: On January 1, 2018 the regional traffic fee was \$21,983 per single family unit with a 15% rebate reducing the fee to \$18,685. On January 1, 2019 the fee was increased to \$22,156 per single family unit with a 15% rebate decreasing the fee to \$18,833. Corresponding fees were also levied on other uses, including multiple family residential uses and employment uses. In 2018, the City of Antioch collected \$1,281,712.23 in regional traffic mitigation fees. In 2019, the City of Antioch collected \$3,925,942.19.

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Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

3. Address Housing Options

- a. *Please attach a report demonstrating reasonable progress in providing housing opportunities for all income levels. (Note: A copy of the local jurisdiction's annual report (Tables A thru C) to the state Department of Housing and Community Development (HCD) is sufficient).*

The annual Housing Element progress reports for 2018 and 2019 are attached.

- c. *Please attach the jurisdiction's adopted policies and standards that ensure consideration of and support for walking, bicycling, and transit access during the review of proposed development.*

On File with CCTA from previous years.

3c.1 Circulation Element

3c.2 Commercial Design Guidelines

3c.3 Business Park Design Guidelines

3c.4 Mixed Use Design Guidelines

3c.5 Residential Design Guidelines

3c.6 Streetscape Design Guidelines

3c.7 Sustainability

4. Traffic Impact Studies

Please list all traffic impact studies that have been conducted as part of the development review of any project that generated more than 100 net new peak hour vehicle trips. (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply).

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Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

Note whether the study was consistent with the Authority's Technical Procedures and whether notification and circulation was undertaken during the environmental review process.

Wildflower Station

AMCAL Apartments

Acorn Business Park

Quail Cove

Oakley Knolls

The studies were consistent with the authority's technical procedures and notification and circulation was undertaken during the environmental review process. Neighboring jurisdictions were notified of the availability of the traffic studies.

5. Participation in Cooperative, Multi-Jurisdictional Planning

No attachments necessary.

6. Five-Year Capital Improvement Program

Please attach the transportation component of the most recent CIP version, if the Authority does not already have it. Otherwise, list the resolution number and date of adoption of the most recent five-year CIP.

Transportation component of the most recent CIP is attached. Resolution No. 2019/113 approving the CIP was adopted on June 25, 2019.

7. Transportation Systems Management Program

Please attach a copy of the jurisdiction's TSM ordinance, or list the date of ordinance or resolution adoption and its number.

Ordinance no. 932-C-5, adopted on December 12, 1997. On file with CCTA from previous years.

Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

8. Adoption of a voter-approved Urban Limit Line

The local jurisdiction's adopted ULL is on file at the Authority offices. Please specify any actions that were taken during the reporting period with regard to changes or modifications to the voter-approved ULL, which should include a resolution making a finding of consistency with Measure J and a copy of the related public hearing notice.

The City of Antioch has read and understood the Annual Urban Limit Line Policy Advisory Letter issued by the CCTA and the City has adopted and continuously complied with the voter-approved ULL as part of its General Plan. There were no changes or modifications to the voter-approved ULL within this reporting period.

9. Adoption of the Measure J Growth Management Element

Please attach the adopted Final Measure J Growth Management Element to the local jurisdiction's General Plan, or list the date of ordinance or resolution adoption and its number..

Previous On File with CCTA from previous years.

10. Posting of Signs

Provide a list of all projects exceeding \$250,000 within the jurisdiction, noting which ones are or were signed according to Authority specifications.

2018 Pedestrian/ADA Improvements – signed

11. Maintenance of Effort (MoE)

Please indicate the jurisdiction's MoE requirement and MoE expenditures for the past two fiscal years (FY 2017-18 and FY 2018-19). See the Instructions to identify the MoE requirements.

MOE Requirement: \$1,159,076

MOE for FY 17-18: \$1,749,640

MOE for FY 18-19: \$2,965,053

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Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: _____

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

12. Submittal of LSM Reporting Form and Audit Reporting Form

Please attach LSM (Summary) Reporting and LSM Audit (Detail) Forms for FY 2017-18 and FY 2018-19.

13. Other Considerations

Please specify any alternative methods of achieving compliance for any components for the Measure J Growth Management Program

RESOLUTION NO. 2019/16

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE LAND USE ELEMENT OF THE GENERAL PLAN**

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 this General Plan Amendment is to update the document to reflect recent City Council actions affecting the Antioch Municipal Code, to correct previous unintentional errors, to reflect existing conditions, and to improve internal consistency; and,

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

WHEREAS, on December 5, 2018, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and recommended approval of the amendment to the City Council; and,

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

WHEREAS, on January 22, 2019, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary; and

NOW THEREFORE BE IT RESOLVED, that the City Council makes the following findings required for approval of the proposed General Plan Amendment:

1. The proposed project conforms to the provisions and standards of the General Plan in that the proposed amendment will improve internal consistency within the Land Use Element and will 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 will improve the internal consistency of the Land Use Element; and,

RESOLUTION NO. 2019/16

January 22, 2019

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4. The proposed project is exempt from the California Environmental Quality Act (CEQA), per Section 15061(b)(3) as they were covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This project can be seen with certainty to have no potential for causing a significant effect on the environment; 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.

BE IT FURTHER RESOLVED that the City Council does hereby **APPROVE** the Amendment to the Land Use Element of the General Plan.

* * * * *

I HEREBY CERTIFY that the foregoing approval was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 22nd day of January, 2019 by following vote:

AYES: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright
NOES: None
ABSENT: None
ABSTAIN: None



ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

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4.0 Land Use

4.1 INTRODUCTION AND PURPOSE

The Land Use Element is the cornerstone of the General Plan, setting forth Antioch's fundamental land use philosophy and directing development to the most suitable locations, while maintaining the economic, social, physical, environmental health and vitality of the community. The Land Use Element, required by law since 1955, has the broadest scope of the seven mandatory General Plan elements, synthesizing all General Plan land use issues.

This Element focuses on the organization of the community's physical environment into logical, functional, and visually pleasing patterns, consistent with local values, to achieve Antioch's vision for its future. Of primary concern are the *type, intensity, location, and character* of land uses that will be permitted in the future. It is the purpose of this General Plan Element to provide appropriate land for each of the variety of activities associated with successful urban areas, and to guide the manner in which this land is developed and used. In so doing, the Land Use Element intends to create and regulate compatible and functional interrelationships between the various land uses in the City. Thus, the Land Use Element establishes City policy as to the appropriate use and development intensity for each parcel of land within the City, including the City's view of appropriate land uses and development intensity for lands outside of the City, but within the General Plan study area.

A key consideration in defining the type, intensity, location, and mix of future land uses is achieving a balance between local employment and housing. The Antioch General Plan seeks to achieve such a balance as a means of addressing issues of traffic congestion, air quality, and energy conservation. This balance, along with providing adequate land area for the commercial uses needed by local residents and businesses, will help achieve sufficient municipal income to pay for the services and facilities discussed in the Growth Management and Public Services and

Facilities elements. The ability to commute only a few short miles to and from work on roadways that resemble the open road more than they do parking lots is an important component of the quality of life Antioch seeks for its residents. As more residents throughout the Bay Area are able to live and work in the same or nearby communities, congestion can be eased, travel speeds increased, substantial amounts of fuel conserved, regional air quality improved. The Land Use Element also seeks to ease congestion and improve regional air quality by providing patterns of land use that support the use of transit. Such "transit-oriented" development consists of high density, mixed use development adjacent to transit nodes. Such transit nodes are proposed within Rivertown (adjacent to the Amtrak platform), at Hillcrest Avenue (surrounding the BART station), and east of the SR-4 Bypass, south of the Laurel Avenue interchange (surrounding the BART station)¹.

4.1.1 Existing Land Use

Despite substantial development in the past, Antioch has a great deal of land available for future development. Much of the land within the City and within the unincorporated portion of the General Plan study area (22,391 acres) is vacant. Additional land is in agricultural use, and, may be available for future development, depending upon its land use designation. Overall, open space uses, including agriculture, open water, recreational lands, and vacant lands account for approximately half of the land within the General Plan Study Area. Major open space areas include Black Diamond Mines and Contra Loma regional parks, Antioch Dunes National Wildlife Refuge, and municipal parklands.

Within the developed portion of the City, single-family residential uses cover the largest area (4,963 acres, 26.5%). Industrial uses account for 1,373 acres (7.3% of the land

¹ This transit-oriented development node is one of three "test sites" for smart growth sponsored by ABAG. It is part of the countywide "Shaping our Future" program.

within the study area). Currently, industrial uses are concentrated in the northern portion of the Study Area to the west and east of Rivertown. Existing commercial uses are limited in extent, encompassing 456 acres (2.7% of the land within the Study Area. Commercial use is concentrated within Rivertown, and along major roadway corridors, such as Somersville Road/Auto Center Drive, Hillcrest Avenue, and "A" Street/Lone Tree Avenue.

4.1.2 Contra Costa County 65/35 Land Preservation Plan (Urban Limit Line)

In 1990, the voters of Contra Costa County approved Measure C-1990. This Measure states that urban development within the County is to be limited to no more than 35 percent of the land within Contra Costa County. At least 65 percent of all land in the County is to be preserved for agriculture, open space, wetlands, parks and other non-urban uses. To ensure the enforcement of the "65/35" standard, the County has established an Urban Limit Line (ULL), which is incorporated into the County's General Plan Open Space and Conservation Element. Hence, there shall be a clear distinction between non-urban and urban use areas. The criteria set by the County for determining lands that should be located outside the ULL includes:

- Prime agricultural lands (U.S. Soil Conservation Service Class I and Class II)
- Open space, parks and other recreation areas
- Lands with slopes in excess of 25 percent
- Wetland areas
- Other areas not appropriate for urban growth because of physical unsuitability for development

Measure C-1990 requires that there be no changes made to the ULL that would violate the 65/35 standard. The ULL can be changed by a 4/5 vote of the Board of Supervisors after holding a public hearing and making one or more of the following findings based on substantial evidence in the record:

- A natural or man-made disaster or public emergency has occurred that warrants the

provision of housing and/or other community needs within land located outside the ULL.

- An objective study has determined that the ULL is preventing the County from providing its fair share of affordable or regional housing, as required by state law. The Board of Supervisors must find that a change to the ULL is necessary and the only feasible means to enable the County to meet these requirements.
- A majority of the cities are party to a preservation agreement, and the County has approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement.
- A minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries.
- A five-year periodic review of the ULL has determined that, based on the criteria for establishing the ULL, new information is available or circumstances have occurred, warranting a change to the ULL.
- An objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation related environmental or community impacts, or (ii) further the County's aviation related needs.
- A change is required to conform to applicable to California or Federal law.

Although the direct land use effects of the Urban Limit Line are limited to unincorporated areas of the County, the Contra Costa Local Agency Formation Commission (LAFCO) has consented to support the County's 65/35 Preservation Standard, Urban Limit Line, and Growth Management Standards in the review of proposed city spheres of influence and annexations. Thus, LAFCO has stated that it would not approve annexation of lands outside of the ULL to a city. Measure 1990-C states that the County is to review the location of the ULL every five years. The provisions of Measure C- 1990 will remain in effect until December 31, 2010.

In 2000, the County moved its Urban Limit Line in the East County area. Within the Antioch area, the Urban Limit Line was moved to coincide with the southern boundary of the City, placing lands in the unincorporated area outside the ULL. This move shifted approximately 1,922 acres out of the ULL within the Antioch area.

In 2005, voters approved Measure K to include Roddy Ranch and a portion of the Ginochio Property within the ULL and the city limits.

4.1.3 General Plan Land Use Designations and Development Feasibility

The General Plan provides a blueprint for community development by designating lands for different types of uses. In designating land uses, the General Plan takes into account:

- *Existing Land Use:* What is the current pattern of developed land by type of land use – residential, commercial, service, manufacturing, and others?
- *Demand:* How much demand exists for existing and new land uses of various types (housing, retail, industry, etc.)?
- *Desired Future Land Use:* Of lands available for development or redevelopment, which locations are best for different uses? Is there sufficient undeveloped land that is designated for various uses to meet community objectives, or do existing General Plan land use designations need to be adjusted to satisfy future needs?
- *Infrastructure Availability:* Are urban services – water supply, wastewater collection and treatment, transportation facilities, and others – adequate to serve existing and future development? How will existing infrastructure inadequacies be corrected?

Taking these considerations into account, the General Plan indicates where various kinds of land uses are best located, and how much of each use should be provided. The General Plan provides opportunities, but does not cause development to happen. The General Plan recognizes that, ultimately, growth and development depend on the initiative of individual developers, for whom the provisions of

the General Plan establish the context for evaluating the economic feasibility of their specific projects. Whether developers seize the initiative, and move forward with projects depends on the economic benefit they expect to derive from such development. In deciding whether to pursue a development project on a particular site, potential developers evaluate a series of factors that collectively determine whether the project will be economically feasible (whether it will “pencil out”). These factors include:

- *General Plan Designation and Zoning:* Is the site designated for uses that are marketable at its location? (If development has not occurred in certain locations as anticipated by the General Plan, why not?)
- *Competition:* Does a particular site have the location and physical, infrastructure, and environmental characteristics necessary to compete successfully in the marketplace? Has the community been successful in attracting the type of use being contemplated? Will the specific development at this specific site be appropriately timed and positioned within the market for that use?
- *Cost of Land and Construction:* Is the site available at costs the value of a completed development can support? Are needed construction materials and labor available at acceptable cost levels? Is development financing (short-term construction loans and long term financing) available at acceptable interest rates?
- *Local Agency Costs:* What types of development standards do the city and other local agencies impose? What are the costs associated with development review fees, impact mitigation and other exactions by the city, and the interest carry over the time it takes to bring a project to market? How do these requirements affect the economic feasibility of different types of uses?

Developers consider the feasibility of each project – whether its costs and its revenue-generating potential will “pencil out” in the expected market – in the overall regulatory context established by the City's General Plan and its development regulations. The General

Plan sets the stage, but private-sector development decisions depend on a large number of other factors that contribute to feasibility. If projects are not economically feasible, development will not happen, regardless of the directives of the General Plan and the desires of the community. Thus, the development pattern that evolves is the joint outcome of the development framework established by the General Plan and the private sector conditions that shape the developer's assessment of feasibility.

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, 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 for a broad range of residential, commercial, employment-generating,

public/institutional, and open space and recreational lands. Residential and employment-generating land use designations are intended to include lands providing housing and employment opportunities for executives, managers, and professionals; highly skilled, semi-skilled, and unskilled workers; and retail and service workers. Residential land use designations are intended to provide housing opportunities for all economic segments of the community, 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.

4.3 COMMUNITY STRUCTURE

Throughout much of the General Plan study area, Antioch's land use pattern is well established, and is not intended to change over time. Future growth in the central and northern portions of the City will primarily consist of infill development, existing approved but undeveloped projects, and the expansion of existing uses. As development expands into the southern portion of the City and its General Plan study area, Antioch will face significant challenges.

4.3.1 Community Structure Objective

Provide adequate land for present and future urban and economic development needs, while retaining a compact, rather than a scattered, development pattern.

4.3.2 Community Structure Policies

- a. As part of General Plan implementation – including development review, capital improvement planning, and preparation of Specific Plans – foster close land use/transportation relationships to promote use of alternative transportation system modes and minimize travel by single occupant automobiles.
- b. Give priority to new development utilizing existing and financially committed infrastructure systems over development needing financing and construction of new infrastructure systems.
- c. Encourage high-density residential development (both freestanding and in mixed use projects) within one-quarter mile of existing and planned heavy and/or light rail transit stops as illustrated in the Circulation Element.
- d. Concentrate large-scale industrial uses along the waterfront east of Rodgers Point and within areas designated for industrial use along existing rail lines. Limit employment-generating uses adjacent to residential areas and within mixed-use planned communities to business parks and office uses.
- e. Concentrate future regional commercial uses along Lone Tree Way, SR4 and SR160 and along the SR-4 bypass.
- f. Recognize the Voter-Approved Urban Limit Line (Figure 4.12) that encompasses up to 1,050 acres of land within the Roddy Ranch and Ginochio Property Focus Areas that were included in the Urban Limit Line as it was adopted by the voters in 1990 and in the Voter-Approved Urban Limit Line as a means of phasing urban and suburban development, preserving open space and maintaining a compact urban form.
 - Maintain rural land uses (residential densities less than

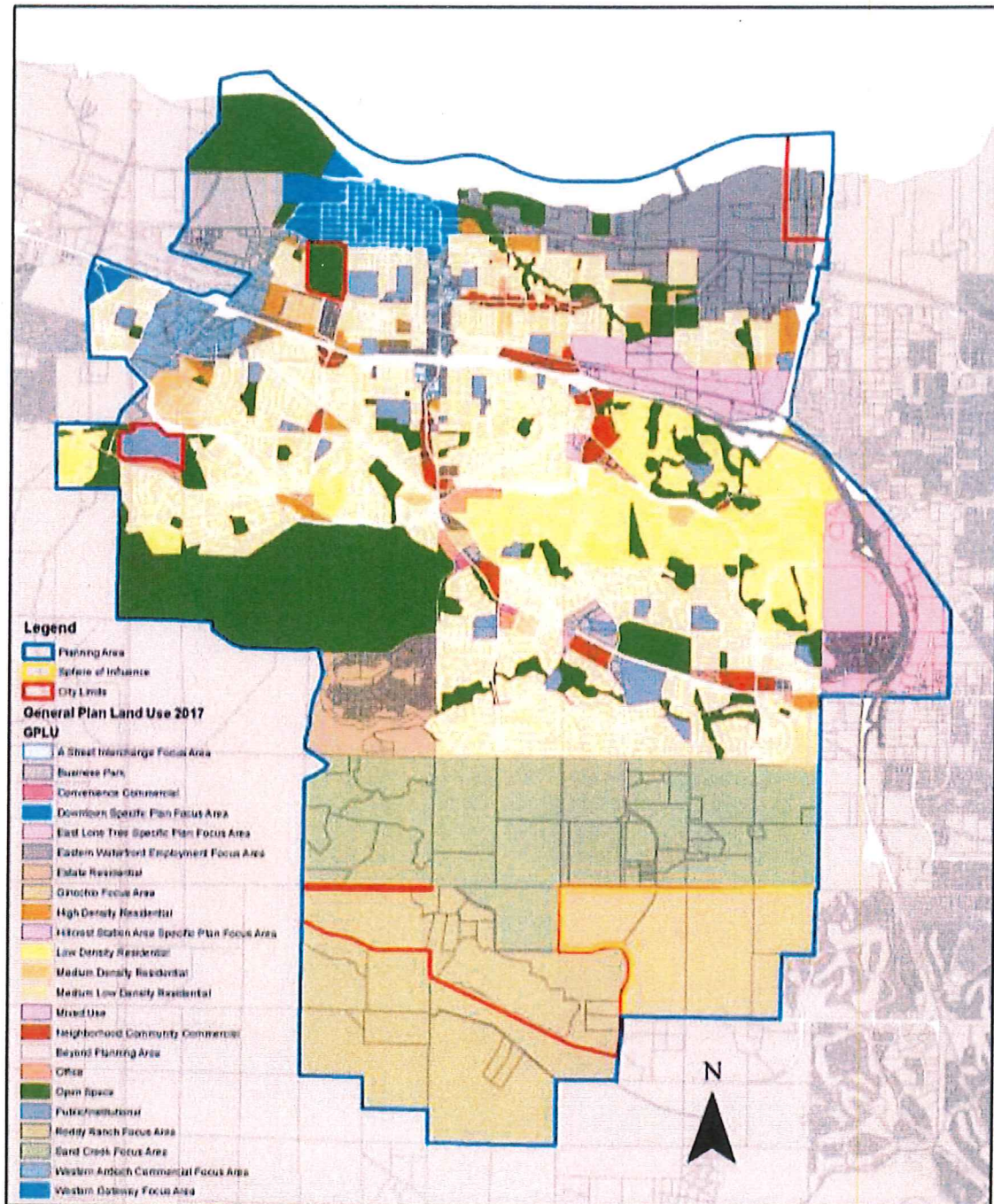
one dwelling unit per five acres (0.2 du/ac) and compatible open space/recreational uses which do not require urban levels of public services and facilities through 2020 in areas outside of the Voter-Approved Urban Limit Line.

- Limit future urban development within Roddy Ranch and the Ginochio Property through 2020 to a total of approximately 1,050 acres (approximately 850 acres within Roddy Ranch and 200 acres within the Ginochio Property) that were within the urban limit line as it was adopted by the voters in 1990 and that are also within in the Voter-Approved Urban Limit Line.

4.4 INTENSITY AND DISTRIBUTION OF LAND USE

Antioch's General Plan land use classifications are intended to define the City's land use intent in designating lands throughout the General Plan study area, and thereby carry out the provisions of the General Plan. General Plan land use classifications are also intended to provide the City with sufficient flexibility in implementation to address unique and unforeseen situations. The designations established by the General Plan land use map include Residential, Commercial, Employment-Generating, and Community and Public land use designations. In addition, the General Plan includes ten "Focus Areas." Specific policy direction is provided for each Focus Area. These designations are set forth in Section 4.4.1. Within this section, appropriate land use types are defined for each designation. These land use types are defined in Table 4.A, which also identifies which land use types are appropriate within which land use designations. Sections 4.4.2 through 4.4.5 provide policies for residential, commercial, employment-generating, and community and public land uses. Figure 4.1 presents the General Plan land use map. Tables 4.A through 4.D provide a quantified description of anticipated General Plan build out.

Figure 4.1 - General Plan Land Use Map



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Table 4.A – Appropriate Land Use Types

| | Estate Residential | Low Density Residential | Medium Low Density Residential | Medium Density Residential | High Density Residential | Convenience Commercial | Neighborhood/Community Comm. | Regional Commercial | Western Antioch Commercial | SR-4/SR-160 Frontage Comm. | Marina/Support Services | Rivertown Commercial | "A" Street Commercial/Office | Mixed Use | Mixed Use Medical Facility | Office | Business Park | Eastern Waterfront Business Park | Light Industrial | General Industrial | E. Lone Tree Employment-Generating | Residential-TOD | Office-TOD | Town-Center-Mixed Use | Community Retail | Public/Institutional | Open Space |
|--|--------------------|-------------------------|--------------------------------|----------------------------|--------------------------|------------------------|------------------------------|---------------------|----------------------------|----------------------------|-------------------------|----------------------|------------------------------|-----------|----------------------------|--------|---------------|----------------------------------|------------------|--------------------|------------------------------------|-----------------|------------|-----------------------|------------------|----------------------|------------|
| Large Lot Residential. This residential type typically consists of single-family detached units on lots of 0.5 acre or more. Residential developments of this type shall be designed as large suburban parcels within subdivisions within the Urban Limit Line and as rural residential uses outside of the Urban Limit Line. | ✓ | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Single-Family Detached. These areas typically consist of suburban residential subdivisions of single family, detached dwellings on lots ranging from 7,000 to 20,000 square feet. | | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | | | | | | | | | | | | | |
| Small Lot Single Family Detached. These dwelling unit types are typically located within a specific plan or other type of "planned development," and consist of single family, detached dwellings on lots smaller than 7,000 square feet. In exchange for development on small residential lots, amenities such as permanent open space and private recreation facilities are required to be provided specifically for the use of residents of the development. | | | ✓ | ✓ | | | | | | | | | | ✓ | | | | | | | | | | | | | |
| Multi-Family Attached. Attached for-sale or rental dwelling units, designed either as townhouse units or as stacked flats, characterize these areas. Amenities such as common open space and recreation facilities specifically for the use of residents of the development are required. | | | | ✓ | ✓ | | | | | | | ✓6 | | ✓ | ✓ | | | | | | | | | | | | |
| Mobile Homes. Areas of mobile home development typically consist of subdivisions wherein individual mobile homeowners also own their own lots in fee and mobile home parks wherein mobile homeowners rent or lease the space upon which their mobile home is placed. Typically, mobile home subdivisions and parks provide open space and/or recreational amenities for the use of their residents. | | | | ✓ | ✓ | | | | | | | | | | | | | | | | | | | | | | |
| Group Residential. Activities typically include the use of a dwelling unit as a residence by a group or groups of persons without the provision of medical care, supervision, or medical assistance. Typical uses include boarding houses, convents, and religious retreats. | | | | | ✓ | | | | | | | | | ✓ | ✓ | | | | | | | | | | | | |
| Residential Care Facilities. While largely residential in character, residential care facilities are distinguished from other residential use types in that care facilities combine a variety of medical care, supervision, or medical assistance services with housing. State law | | | | | ✓ | ✓ | | | | | | | | ✓ | ✓ | | | | | | | | | | | | |

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| | Estate Residential | Low Density Residential | Medium Low Density Residential | Medium Density Residential | High Density Residential | Convenience Commercial | Neighborhood/Community Comm. | Regional Commercial | Western Antioch Commercial | SR-4/SR-160 Frontage Comm. | Marina/Support Services | Rivertown Commercial | "A" Street Commercial/Office | Mixed Use | Mixed Use Medical Facility | Office | Business Park | Eastern Waterfront Business Park | Light Industrial | General Industrial | E. Lone Tree Employment-Generating Residential-TOD | Office-TOD | Town-Center-Mixed Use | Community Retail | Public/Institutional | Open Space |
|--|--------------------|-------------------------|--------------------------------|----------------------------|--------------------------|------------------------|------------------------------|---------------------|----------------------------|----------------------------|-------------------------|----------------------|------------------------------|-----------|----------------------------|--------|---------------|----------------------------------|------------------|--------------------|--|------------|-----------------------|------------------|----------------------|------------|
| exempts certain small residential care facilities from local regulation, and can locate anywhere permitted by law. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administrative and Professional Offices. Activities typically include, but are not limited to, executive management, administrative, or clerical uses of private firms and public utilities. Additional activities include the provision of advice, design, information, or consultation of a professional nature. Uses typically include, but are not limited to, corporate headquarters; branch offices; data storage, financial records, and auditing centers; architect's; lawyer's; insurance sales and claims offices; financial planners; and accountant's offices. | | | | | | ✓7 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | | | | |
| Amusement Centers/Arcades. Any structure (or portion thereof) in which four or more amusement devices (either coin- or card-operated) are installed, such as photography machines, video games, muscle testers, fortune telling machines, laser tag, electronic or "County fair" style games, rides or similar uses, and other games of skill or science, but not including games of chance or other similar devices. Included is any place open to the public, whether or not the primary use of the premises is devoted to operation of such devices. Sales of prepared foods and beverages is also included as an ancillary use of the site. | | | | | | | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | | | | | | | | | | | | |
| Automotive Uses. Activities typically include, but are not limited to the, sales and servicing of motor vehicles, recreational vehicles, boats, and trailers. | | | | | | ✓2 | ✓ | ✓2 | ✓ | ✓ | | ✓ | ✓ | ✓ | | | ✓2 | ✓4 | ✓4 | | ✓ | | | | | |
| Banks and Financial Services. Activities typically include, but are not limited to banks and credit unions, home mortgage, and other personal financial services. | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | ✓ | | | | | |
| Business Support Services. Activities typically include, but are not limited to, services and goods generally provided to support other businesses. | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | ✓ | | | | | |
| Eating and Drinking Establishments. Activities typically include, but are not limited to, the retail sale from the premises of food or beverages prepared for on-premises or off-premises consumption. | | | | | | ✓3 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓5 | ✓5 | | ✓ | | | | | |
| Food and Beverage Sales. Activities typically include, but are not limited to retail sale from the premises of food and beverages for off-premises final preparation and consumption. | | | | | | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | | | | | | | | | | | | |
| Funeral Services. Activities typically include services involving the care, preparation, or disposition of human dead. | | | | | | ✓ | ✓ | ✓ | | | | ✓8 | ✓ | | | | | | | | | | | | | |
| General Merchandise. Activities typically include, but | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | Estate Residential | Low Density Residential | Medium Low Density Residential | Medium Density Residential | High Density Residential | Convenience Commercial | Neighborhood/Community Comm. | Regional Commercial | Western Antioch Commercial | SR-4/SR-160 Frontage Comm. | Marina/Support Services | Rivertown Commercial | "A" Street Commercial/Office | Mixed Use | Mixed Use Medical Facility | Office | Business Park | Eastern Waterfront Business Park | Light Industrial | General Industrial | E. Lone Tree Employment-Generating Residential TOD | Office TOD | Town Center Mixed Use | Community Retail | Public/Institutional | Open Space |
|---|--------------------|-------------------------|--------------------------------|----------------------------|--------------------------|------------------------|------------------------------|---------------------|----------------------------|----------------------------|-------------------------|----------------------|------------------------------|-----------|----------------------------|--------|---------------|----------------------------------|------------------|--------------------|--|------------|-----------------------|------------------|----------------------|------------|
| are not limited to, the retail sales from premises, including incidental rental and repair services. | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | | | | | |
| Health Clubs and Spas. Activities typically include, but are not limited to, sport and health-related activities performed either indoors or outdoors. | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | | | | | |
| Lodging and Visitor Services. Activities typically include, but are not limited to, providing overnight accommodations and related banquet and conference facilities. | | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | 5 | | | | | | | |
| Indoor Recreational Facilities. Activities typically include, but are not limited to, commercial recreation uses conducted within enclosed buildings, such as bowling alleys, skating facilities, racquet clubs, and indoor shooting and archery ranges. | | | | | | | ✓ | ✓ | ✓ | | | | ✓ | ✓ | | | | | 5 | | | | | | | |
| Outdoor Recreational Facilities. Activities typically include, but are not limited to, commercial recreation activities conducted outside of enclosed buildings, such as miniature golf, batting cages, tennis clubs, etc. | | | | | | | ✓ | ✓ | ✓ | | | | ✓ | ✓ | | | | | | | | | | | | ✓ |
| Personal Services. Activities typically include establishments primarily engaged in the provision of services for the enhancement of personal appearance, cleaning, alteration of garments, and similar non-business or non-professional services. | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | | | | | | | | | | | |
| Personal Instruction. Activities typically include instruction in artistic, academic, athletic or recreational pursuits within an enclosed structure. | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ ⁷ | ✓ | ✓ | ✓ | | | | | | | | | | | |
| Recreational Vehicle Park. Activities typically include, but are not limited to, providing overnight accommodations for visitors in recreational vehicles. | | | | | | | | | | | ✓ | ✓ | | | | | | ✓ | | | | | | | | ✓ 10 |
| Theaters. Includes structures where the primary use is the exhibition of live or prerecorded theatrical, musical, comedic or other performances. Sale of prepared foods and beverages is permitted ancillary to the primary use. | | | | | | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | | | | | | | | |
| Light Manufacturing and Assembly. Activities typically include, but are not limited to, the mechanical or chemical transformation of raw or semi-finished materials or substances into new products, including manufacture of products, assembly of component parts (including required packaging for retail sale), and treatment and fabrication operations. Light manufacturing is conducted wholly within an enclosed building. Light manufacturing activities do not produce odors, noise, vibration, or particulates, which would adversely affect uses within the same structure or on the same site. Also included are watchman's quarters. | | | | | | | | | | | | | | ✓ | | | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | |

| | Estate Residential | Low Density Residential | Medium Low Density Residential | Medium Density Residential | High Density Residential | Convenience Commercial | Neighborhood/Community Comm. | Regional Commercial | Western Antioch Commercial | SR-4/SR-160 Frontage Comm. | Marina/Support Services | Rivertown Commercial | "A" Street Commercial/Office | Mixed Use | Mixed Use Medical Facility | Office | Business Park | Eastern Waterfront Business Park | Light Industrial | General Industrial | E. Lone Tree Employment-Generating Residential-TOD | Office-TOD | Town Center-Mixed Use | Community Retail | Public/Institutional | Open Space |
|--|--------------------|-------------------------|--------------------------------|----------------------------|--------------------------|------------------------|------------------------------|---------------------|----------------------------|----------------------------|-------------------------|----------------------|------------------------------|-----------|----------------------------|--------|---------------|----------------------------------|------------------|--------------------|--|------------|-----------------------|------------------|----------------------|------------|
| General Manufacturing and Assembly. Activities typically include, but are not limited to, the mechanical or chemical transformation of raw or semi-finished materials or substances into new products, including manufacture of products; assembly of component parts (including required packaging for retail sale); blending of materials such as lubricating oils, plastics, and resins; and treatment and fabrication operations. Uses requiring massive structures outside of buildings such as cranes or conveyor systems, or open-air storage of large quantities of raw or semi-refined materials are also included within this land use type. Also included are watchman's quarters. | | | | | | | | | | | | | | | | | | | | ✓ | | | | | | |
| Research and Development. Activities typically include, but are not limited to, scientific research and theoretical studies and investigations in the natural, physical, or social sciences. Also included is engineering, fabrication, and testing of prototypes developed with the objective of creating marketable end products; and the performance of physical and environmental testing and related activities by or under the supervision of professional scientists and highly trained specialists. Watchman's quarters are included as an ancillary use. | | | | | | | | | | | | | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | |
| Operable Vehicle Storage. Activities typically include, but are not limited to the parking and/or storage of operable vehicles. Typical uses include, but are not limited to fleet storage of automobiles and trucks, storage lots, and recreational vehicle and boat storage. | | | | | | | | | | | ✓ | | | | | | | | ✓ | ✓ | | | | | | |
| Personal Storage. Activities typically include, but are not limited to storage services and facilities primarily for personal and business effects and household goods with enclosed storage areas having individual access. Typical uses include, but are not limited to mini-warehouses. | | | | | | | | | | | | | | | | | | ✓ | ✓ | ✓ | | | | | | |
| Storage and Distribution – Light. Activities typically include, but are not limited to, wholesaling, storage, and warehousing services conducted entirely within enclosed buildings. Also included are watchman's quarters. | | | | | | | | | | | | | | ✓ | | | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | |
| Storage and Distribution – General. Activities typically include, but are not limited to, warehousing, storage, freight handling, shipping, trucking services; storage and wholesaling from the premises of unfinished, raw, semi-refined products requiring further processing, fabrication, or manufacturing. Outdoor storage is permitted subject to applicable screening | | | | | | | | | | | | | | | | | | | ✓ | ✓ | ✓ | | | | | |

| | Estate Residential | Low Density Residential | Medium Low Density Residential | Medium Density Residential | High Density Residential | Convenience Commercial | Neighborhood/Community Comm. | Regional Commercial | Western Antioch Commercial | SR-4/SR-160 Frontage Comm. | Marina/Support Services | Rivertown Commercial | "A" Street Commercial/Office | Mixed Use | Mixed Use Medical Facility | Office | Business Park | Eastern Waterfront Business Park | Light Industrial | General Industrial | E. Lone Tree Employment-Generating Residential TOD | Office TOD | Town Center Mixed Use | Community Retail | Public/Institutional | Open Space |
|---|--------------------|-------------------------|--------------------------------|----------------------------|--------------------------|------------------------|------------------------------|---------------------|----------------------------|----------------------------|-------------------------|----------------------|------------------------------|-----------|----------------------------|--------|---------------|----------------------------------|------------------|--------------------|--|------------|-----------------------|------------------|----------------------|------------|
| requirements. Also included are watchman's quarters as an ancillary use. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Building Contractor's Offices and Yards. Activities typically include, but are not necessarily limited to, offices and storage of equipment, materials, and vehicles for contractors in the trades involving construction activities. Storage yard uses may include, but should not be limited to, the maintenance and outdoor storage of large construction equipment such as earthmoving equipment, and screened outdoor storage of building materials. | | | | | | | | | | | | | | | | | | | ✓ | ✓ | | | | | | |
| Boating and Related Activities. Activities typically include, but are not limited to, establishments and facilities engaged in the provision of sales or services directly related to the commercial or recreational use of waterways. Included in this category are construction, repair, and maintenance of boats; boat sales; anchorage and docking facilities, including temporary slip rentals; services for commercial boating and fishing, including retail fish sales, but not including fish processing; sale of marine equipment; and harbor-related services, such as indoor and outdoor dry boat storage, bait sales, fuel docks, and yacht clubs. | | | | | | | | | | | ✓ | | | | | | | | ✓ | ✓ | | | | | | |
| Civic Administration. Activities typically include, but are not limited to, management, administration, clerical, and other services performed by public and quasi-public agencies. | | | | | | ✓ | ✓ | ✓ | | | | ✓ | | ✓ | ✓ | ✓ | ✓ | | | | | | | | ✓ | |
| Cultural Facilities. Activities typically include, but are not limited to, those performed by public and private museums and art galleries, public and private libraries and observatories. | | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | | | | | | ✓ | | |
| Day Care Centers. Day care centers consist of facilities defined in California Health and Safety Code Section 1596.76, providing day care and supervision for more than 12 children less than 18 years of age for periods of less than 24 hours per day. Also included are facilities for the care and supervision of seniors for periods of less than 24 hours per day. | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | ✓ | ✓ | ✓ | ✓ | | | | | | | ✓ | | |
| Open Space. Activities typically include, but are not limited to, preservation of lands in their natural condition to protect environmental resources or the public health and safety, agriculture, and active or passive recreation. Recreation areas may include recreational structures such as play equipment, but do not generally include structures for human occupancy. | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | ✓ | ✓ |
| Religious Assembly. Activities typically include religious services and assembly such as customarily | | | | | | ✓1 | ✓1 | ✓1 | ✓1 | | | ✓1 | | | | ✓1 | | | | | | | | | | |

| | Estate Residential | Low Density Residential | Medium Low Density Residential | Medium Density Residential | High Density Residential | Convenience Commercial | Neighborhood/Community Comm. | Regional Commercial | Western Antioch Commercial | SR-4/SR-160 Frontage Comm. | Marina/Support Services | Rivertown Commercial | 1/4" Street Commercial/Office | Mixed Use | Mixed Use Medical Facility | Office | Business Park | Eastern Waterfront Business Park | Light Industrial | General Industrial | E. Lona Tree Employment-Generating | Residential-TOD | Office-TOD | Town Center-Mixed Use | Community Retail | Public/Institutional | Open Space |
|--|--------------------|-------------------------|--------------------------------|----------------------------|--------------------------|------------------------|------------------------------|---------------------|----------------------------|----------------------------|-------------------------|----------------------|-------------------------------|-----------|----------------------------|----------------|---------------|----------------------------------|------------------|--------------------|------------------------------------|-----------------|------------|-----------------------|------------------|----------------------|------------|
| occurs in churches, synagogues, and temples. | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | | | | | | | | ✓ | ✓ | ✓ | | | | | | | | | | | ✓ | |
| Schools, Public and Private. Typical activities include educational facilities for K-8 students provided by public agencies or private institutions. | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | ✓ ₁ | | | ✓ ₁ | | ✓ | | ✓ ₁ | | | | | | | | | | ✓ | |
| Cannabis Business. As defined and regulated by the Antioch Municipal Code. | | | | | | | | ✓ ⁸ | | | | | | | | | ✓ | | ✓ ⁸ | ✓ ⁸ | | | | | | | |

Notes to Table 4.A:

1. Permitted subject to the provisions of Land Use Element policy 4.4.2.2b.
2. Automotive sales are not permitted within areas designated Convenience Commercial, Regional Commercial, or Business Park, except that Automotive sales may be allowed within areas designated Business Park that also have frontage on Auto Center Drive.
3. Bars are not permitted within areas designated Convenience Commercial.
4. Automotive uses are limited to sites adjacent to a freeway interchange. Auto sales are not permitted within areas designated Light Industrial or Eastern Waterfront Business Park Employment Focus Area.
5. Eating and drinking establishments, as well as Lodging and Visitor Service uses, within the Light Industrial and Eastern Waterfront Business Park Employment Focus Area designations are limited to sites adjacent to a freeway interchange.
6. Auto sales within the Hillcrest Station Focus Area are limited to sites adjacent to the SR-4 and SR-160 freeways.
7. Limited to locations that are compatible with resource protection needs.
8. Cannabis Businesses are allowed only within the Cannabis Business Zoning Overlay District

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Table 4.B – Anticipated Maximum General Plan Build Out in the City of Antioch

| Land Uses | Single-Family (Dwelling Units) | Multi-Family (Dwelling Units) | Commercial/ Office (sq.ft.) | Business Park/ Industrial (sq.ft.) |
|---|-----------------------------------|----------------------------------|--------------------------------|--|
| Residential | | | | |
| Estate Residential | 915 | - | - | - |
| Low Density Residential | 4,944 | - | - | - |
| Medium Low Density Residential | 22,333 | - | - | - |
| Medium Density Residential | 831 | 1,247 | - | - |
| High Density Residential | | 4,817 | - | - |
| Subtotal | 29,023 | 6,064 | - | - |
| Commercial | | | | |
| Convenience Commercial | - | - | 341,449 | - |
| Neighborhood Community Commercial | - | - | 4,563,853 | - |
| Office | - | - | 2,154,679 | - |
| Subtotal | - | - | 7,059,981 | - |
| Industrial | | | | |
| Business Park | - | - | | 8,647,651 |
| Special | | | | |
| Mixed Use | - | 350 | 637,407 | - |
| Public Institutional | - | - | - | 5,968,350 |
| Open Space | - | - | - | - |
| Subtotal | - | 350 | 637,407 | 5,968,350 |
| Focus Areas¹ | | | | |
| A Street Interchange Focus Area | 124 | - | 2,110,165 | - |
| East Lone Tree Specific Plan Focus Area | 1,100 | 250 | 1,135,000 | 2,152,300 |
| Eastern Waterfront Employment Focus Area | 12 | 248 | 268,051 | 13,688,023 |
| Ginochio Property Focus Area | - | - | - | - |
| Downtown Specific Plan Focus Area | 1,065 | 1,221 | 3,927,420 | 82,019 |
| Roddy Ranch Focus Area | 600 | 100 | 225,000 | - |
| Hillcrest Station Area Specific Plan Focus Area | | 2,500 | 2,500,000 | |
| Sand Creek Focus Area | 3,537 | 433 | 1,240,000 | - |
| Western Antioch Commercial Focus Area | - | - | 8,667,751 | 4,195,114 |
| Western Gateway Focus Area | - | 460 | 215,216 | - |
| Subtotal | 6,439 | 5,570 | 20,845,130 | 15,922,342 |
| TOTAL | 35,462 | 11,984 | 33,447,820 | 30,538,343 |

Population

149,955

Employed Population

84,098

Total Jobs

107,378

Retail Jobs

21,476

Non-Retail Jobs

85,902

Jobs/Population Ratio

0.72

¹ Figures indicated represent the maximum permitted development intensity. The actual yield of future development is not guaranteed by the General Plan, but is dependent upon appropriate responses to General Plan policies. The ultimate development yield may be less than the maximums stated in this table.

Table 4.C – Anticipated Maximum General Plan Build Out in the Unincorporated Area

| Land Uses | Single-Family (Dwelling Units) | Multi-Family (Dwelling Units) | Commercial/ Office (sq.ft.) | Business Park/ Industrial (sq.ft.) |
|---|-----------------------------------|--|--------------------------------|--|
| Residential | | | | |
| Estate Residential | | | | |
| Low Density Residential | | - | - | - |
| Medium Low Density Residential | | - | - | - |
| Medium Density Residential | | - | - | - |
| High Density Residential | | - | - | - |
| Subtotal | | - | - | - |
| | | - | - | - |
| Commercial | | | | |
| Convenience Commercial | | | | |
| Neighborhood Community Commercial | - | - | - | - |
| Office | - | - | - | - |
| Subtotal | - | - | - | - |
| | - | - | - | - |
| Industrial | | | | |
| Business Park | | | | |
| | - | - | - | - |
| Special | | | | |
| Mixed Use | | | | |
| Public Institutional | - | - | - | - |
| Open Space | - | - | - | - |
| Subtotal | - | - | - | - |
| | - | - | - | - |
| Focus Areas¹ | | | | |
| A Street Interchange Focus Area | | | | |
| East Lone Tree Specific Plan Focus Area | - | - | - | - |
| Eastern Waterfront Employment Focus Area | - | - | - | 2,798,786 |
| Ginochio Property Focus Area | 400 | - | - | - |
| Downtown Specific Plan Focus Area | - | - | - | - |
| Roddy Ranch Focus Area | - | - | - | - |
| Hillcrest Station Area Specific Plan Focus Area | - | - | - | - |
| Sand Creek Focus Area | - | - | - | - |
| Western Antioch Commercial Focus Area | - | - | - | - |
| Western Gateway Focus Area | 400 | | | |
| Subtotal | - | | | |
| TOTAL | 400 | | | 2,798,786 |
| Population | 1,268 | ¹ Figures indicated represent the maximum permitted development intensity. The actual yield of future development is not guaranteed by the General Plan, but is dependent upon appropriate responses to General Plan policies. The ultimate development yield may be less than the maximums stated in this table. | | |
| Employed Population | 710 | | | |
| Total Jobs | 5,598 | | | |
| Retail Jobs | 0 | | | |
| Non-Retail Jobs | 5,598 | | | |
| Jobs/Population Ratio | 4.41 | | | |

Table 4.D – Anticipated Maximum General Plan Build Out in the General Plan Study Area

| Land Uses | Single-Family (Dwelling Units) | Multi-Family (Dwelling Units) | Commercial/ Office (sq.ft.) | Business Park/ Industrial (sq.ft.) |
|---|-----------------------------------|----------------------------------|--------------------------------|--|
| Residential | | | | |
| Estate Residential | 915 | - | - | - |
| Low Density Residential | 4,944 | - | - | - |
| Medium Low Density Residential | 22,333 | - | - | - |
| Medium Density Residential | 831 | 1,247 | - | - |
| High Density Residential | - | 4,817 | - | - |
| Subtotal | 29,023 | 6,064 | - | - |
| Commercial | | | | |
| Convenience Commercial | - | - | 341,449 | - |
| Neighborhood Community Commercial | - | - | 4,563,853 | - |
| Office | - | - | 7,059,981 | - |
| Subtotal | - | - | 11,965,283 | - |
| Industrial | | | | |
| Business Park | - | - | - | 8,647,651 |
| Special | | | | |
| Mixed Use | - | 350 | 637,407 | - |
| Public Institutional | - | - | - | 5,968,350 |
| Open Space | - | - | - | - |
| Subtotal | - | 350 | 637,407 | 10,655,359 |
| Focus Areas¹ | | | | |
| A Street Interchange Focus Area | 124 | - | 2,110,165 | - |
| East Lone Tree Specific Plan Focus Area | 1,100 | 250 | 1,135,000 | 2,152,300 |
| Eastern Waterfront Employment Focus Area | 12 | 248 | 25,000 | 16,486,808 |
| Ginochio Property Focus Area | 400 | - | - | - |
| Downtown Specific Plan Focus Area | 1,065 | 1,221 | 3,927,420 | 82,019 |
| Roddy Ranch Focus Area | 600 | 100 | 225,000 | - |
| Hillcrest Station Area Specific Plan Focus Area | - | 2,500 | 2,500,000 | - |
| Sand Creek Focus Area | 3,537 | 433 | 1,240,000 | - |
| Western Antioch Commercial Focus Area | - | 358 | 9,224,280 | - |
| Western Gateway Focus Area | - | 460 | 215,216 | - |
| Subtotal | 6,839 | 5,570 | 20,845,130 | 41,984,779 |
| TOTAL | 35,862 | 11,984 | 33,447,820 | 41,984,779 |

| | |
|-----------------------|---------|
| Population | 151,223 |
| Employed Population | 84,808 |
| Total Jobs | 150,804 |
| Retail Jobs | 30,161 |
| Non-Retail Jobs | 120,643 |
| Jobs/Population Ratio | 1.00 |

¹ Figures indicated represent the maximum permitted development intensity. The actual yield of future development is not guaranteed by the General Plan, but is dependent upon appropriate responses to General Plan policies. The ultimate development yield may be less than the maximums stated in this table.

4.4.1 Land Use Designations

4.4.1.1 Residential Land Use Designations.

Six 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, flood-prone or subject to other hazards as to be unable to support new development. Achievement of the maximum allowable density is neither guaranteed nor implied by the General Plan. The final density of any particular residential development type is dependent upon development design; any physical, geological, or environmental constraints that might be present within the site; available infrastructure and services; and other factors. The 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

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 Ratio¹ 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.

Residential TOD. This mixed-use classification is intended to create a primarily residential neighborhood within walking distance to the BART station, with complementary retail, service, and office uses. Residential densities are permitted between a

minimum of 20 and a maximum of 40 units per gross acre. A range of housing types may be included in a development project, some of which may be as low as 10 units per acre, provided the total project meets the minimum density standard. Up to 100 square feet of commercial space such as retail, restaurant, office, and personal services are permitted per residential unit.

Residential units should be at least 300 feet away from rail and freeway rights-of-way, or should incorporate construction measures that mitigate noise and air emission impacts. Retail, restaurants, commercial services, and offices are allowed on the ground floor and second floor, particularly on pedestrian retail streets and adjacent to Office TOD designations. Low intensity stand-alone retail or restaurant uses with surface parking are not permitted. Fee parking in surface parking lots is not permitted as a primary use.

- *Minimum housing density:* 20 acres per gross acre
- *Maximum housing density:* 40 units per gross acre

4.4.1.2 Commercial Land Use

Designations. The General Plan land use map identifies two commercial land use designations, which, along with commercial development within Focus Areas, will provide a broad range of retail and commercial services for existing and future residents and businesses. Permitted maximum land use intensities are described for each designation. Maximum development intensities are stated as the maximum floor area ratio (FAR) within the project site. "Floor area ratio" is determined by dividing the total proposed building area of a development project by the square footage of the development site prior to any new dedication requirements.

Convenience Commercial. This designation is used to include small-scale retail and service uses on small commercial lots, generally ranging up to one to four acres in size. Total gross leasable area within Convenience Commercial areas typically ranges from about 10,000 to 40,000 square feet. Typical uses may include convenience markets, limited personal services, service stations, and commercial services. This designation is often located on arterial or

¹ Floor Area Ratio (FAR) represents the ratio between allowable floor area on a site and the size of the site. For example, an FAR of 1.0 permits one square foot of building floor area (excluding garages and parking) for each square foot of land within the development site, while an FAR of 0.5 permits ½ square foot of building area for each square foot of land within the development site.

collector roadway intersections in otherwise residential neighborhoods and, thus, requires that adequate surface parking be included to ensure against any potential circulation difficulties affecting adjacent residences. Design features need to be included in these centers to ensure that convenience commercial developments are visually compatible with and complementary to adjacent and nearby residential and other less intensive uses. The type and function of uses in convenience commercial areas are generally neighborhood serving, and need to be carefully examined to ensure compatibility with nearby uses. This land use designation may also be applied to small freestanding commercial uses in the older portions of Antioch.

While some areas may be designated on the Land Use Plan for Convenience Commercial use, this does not preclude small freestanding commercial uses from being zoned for such a use provided the above parameters are adhered to through adopted performance standards. Such a rezoning would be considered to be consistent with the General Plan, and not require a General Plan amendment.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum Allowable Development Intensity:* Floor Area Ratio (FAR) of 0.4 for new development within centers, and 0.6 FAR for small, freestanding uses.

Neighborhood/Community Commercial.

The intent of the General Plan is to service residential areas in an efficient manner by avoiding the creation of new strip commercial areas. Toward this end, the General Plan designates major commercial nodes of activity based on the need to serve defined neighborhood and community areas. Each area designated Neighborhood/Community Commercial would typically represent an integrated shopping center or an aggregate of parcels around an intersection, which create an identifiable commercial center or area.

The common denominator within this designation is that each neighborhood commercial node will have sufficient acreage to meet the commercial needs of one or more neighborhoods. A neighborhood center

typically ranges from 30,000 - 100,000 square feet of floor area on about 3 to 12 acres, anchored by a major supermarket and/or drug store. A community center may range from 100,000 to 250,000 square feet on 10 to 20 acres or more, and be anchored by a major retailer. Because of its size, a neighborhood center would typically locate at the intersection of a collector and an arterial. A community center is more likely to be found at major arterial intersections.

Typical spacing between community centers should be approximately 1.5 to 3.0 miles, with approximately one mile between neighborhood centers. Exact spacing depends on the nature and density of nearby development, and on the location of major roadways.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum allowable development intensity:* FAR of 0.4.

Regional Commercial. The primary purpose of areas designated "Regional Commercial" on the General Plan land use map is to provide areas for large-scale retail commercial development and supporting uses. Regional commercial areas typically serve a large population base, with a market area as large as 8 to 20 miles or more. Typically, regional commercial areas have freeway visibility, or are located along major arterials, and linked directly to a freeway. Regional commercial areas typically encompass an integrated shopping center of 30 to 50 acres or more, and may also combine surrounding freestanding commercial uses and smaller neighborhood or community centers into a single large-scale shopping district.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum allowable development intensity:* FAR of 0.50 (1.0 within the existing Somersville Towne Center site)

Western Antioch Commercial Focus Area.

The primary purpose of the Western Antioch Commercial Focus Area is to provide an appropriate mix of uses for this specific corridor.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum allowable development intensity:* FAR of 0.50.

Marina/Support Services. Areas designated Marina/Support Services are intended to encompass existing facilities located along the San Joaquin River at the foot of the Route 160 freeway.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum allowable development intensity:* FAR of 0.50.

Mixed Use. The primary purpose of areas designated Mixed Use is to provide a different style of development than traditional neighborhoods, commercial, and employment areas that are physically separated from each other. Development within areas designated Mixed Use is to provide a variety of uses in an integrated manner within a single site. The specific mix of uses and development density are to be appropriate to the development site's particular location, access, size, and adjacent land uses. The intent is to create areas in which a mix of uses can come together to meet the community's housing, shopping, employment, and institutional needs through efficient patterns of land use. Within the Mixed Use designation, both "vertical mixed use" (various types of uses integrated within individual buildings, such as commercial on the ground floor with residential uses above) and "horizontal mixed use" (individual buildings housing different types of uses within an integrated site plan) are appropriate.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum allowable development intensity:* FAR of 0.50

Mixed Use Medical Facility. The primary purpose of areas designated "Mixed Use Medical Facility" is to provide for development of a hospital and related facilities within the Sand Creek Focus Area. Within this designation, an integrated mix of office, residential, commercial, and employment-generating uses is appropriate. Both horizontal mixed use (different types of uses located in adjacent buildings) and vertical

mixed use (different types of uses within the same building) are appropriate. Development is to be compatible with the primary use of this land use designation for practice of the medical arts.

- *Appropriate Land Use Types:* See Table 4.A.
- *Maximum allowable development intensity:* FAR of 1.0 (including areas devoted to residential use).
- *Anticipated Population per Acre:* Twenty (20) to twenty-five (25) persons per acre.

4.4.1.3 Employment-Generating Land Use Designations. The General Plan land use map and Focus Area policies identify six employment-generating land use designations, which will provide a broad range of employment opportunities for existing and future residents. Permitted maximum land use intensities are described for each designation. Maximum development intensities are stated as the maximum floor area ratio (FAR) within the project site. "Floor area ratio" is determined by dividing the total proposed building area of a development project by the square footage of the development site *prior* to any new dedication requirements. Achievement of this maximum is neither guaranteed nor implied by the General Plan. The final density of any particular commercial development 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.

Office. The primary purpose of areas designated Office on the General Plan land use map is to provide areas for the establishment of park-like working environments for corporate, professional, and general administrative businesses; commercial services needed to support major business development; and retail facilities supporting office-based business operations. The office designation is intended to encourage the concentration of office uses near centers of commercial activity within the

City, and to discourage isolated office buildings. Office developments may include low-rise garden office arrangements, or mid-rise structures, as appropriate to the project's specific location.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum Allowable Development Intensity:* Floor Area Ratio (FAR) of 0.5.

Business Park. The primary purpose of lands designated Business Park on the General Plan land use map is to provide for light industrial, research and development, and office-based firms seeking an attractive and pleasant working environment and a prestigious location. Business Park areas are typically labor-intensive, meaning that the density of employment is higher than areas involving mostly manufacturing or warehouse uses. Business Park development may occur as a single use, a subdivision wherein individual entities own and operate their businesses, or as multi-tenant complexes.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum Allowable Development Intensity:* Floor Area Ratio (FAR) of 0.5.

Light Industrial. Areas designated Light Industrial are intended for industrial uses compatible with a location in closer proximity to residential development than General or Rail-Served industrial areas.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum allowable development intensity:* FAR of 0.55.

General Industrial. Areas designated Industrial are intended for a range of industrial businesses, including uses, which, for reasons of potential environmental effects are best segregated from other, more sensitive, land uses, such as residential neighborhoods.

Primary processing industries involving the mechanical or chemical transformation of raw materials or the blending of materials such as lubricating oils, plastics, and resins; and treatment and fabrication operations would generally be appropriate only within this designation. Industrial uses that may require

massive structures outside of buildings, such as cranes or conveyer systems, or open air storage of large quantities of raw or semi-refined materials are also limited to this land use designation.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum allowable development intensity:* FAR of 0.55.

4.4.1.4 Community and Public Land Use Designations. The General Plan land use map identifies two Community and Public land use designations, which are intended to provide for public and institutional activities, as well as for the preservation of open space. Antioch recognizes that the City might not have jurisdiction over certain public facilities, and that public entities might not be required to follow the City's development standards. In such cases, the City's land use policies, including maximum development intensity are intended as a guideline for the agency.

Public/Institutional. This category 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.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum Allowable Development Intensity:* Floor Area Ratio (FAR) of 0.50.

Open Space. These land uses are of a basically open space nature, and include parks, as well as other open space areas. Certain open space areas, such as those that exist to protect sensitive environmental resources, might not be open to public use, while other lands may be owned and managed by private entities, and therefore not open to the general public. The most prevalent public open space uses are City and regional parks, as well as private open space areas within residential developments. It is intended that this designation be applied only to lands owned by public agencies or which are already programmed for acquisition.

The locations of existing and programmed neighborhood and community parks are in

most cases specifically defined on the Land Use Map. In the case of a park whose acquisition has been programmed, the ultimate configuration of the park may be different from that which is shown on the General Plan land use map. In addition to public parks and open spaces, this category designates certain privately owned lands used for recreation and low-intensity, open space activities. Appropriate private sector uses in this category include cemeteries and land that is restricted to agricultural use. This designation also includes a higher intensity of uses that are of open space character. The range of allowable uses includes, but is not limited to, country clubs (excluding golf course-oriented residential uses), golf courses, tennis clubs, driving ranges, equestrian centers, marinas, and other privately owned areas reserved for active recreational use.

- *Appropriate Land Use Types:* See Table 4.A
- *Maximum Allowable Development Intensity:* No FAR standard required.

4.4.2 Residential Land Uses

4.4.2.1 Residential Land Use Objective.

Provide a wide range of residential opportunities and dwelling unit types to meet the present and future needs of all socioeconomic groups.

4.4.2.2 Residential Land Use Policies. The following policies apply to land designated for residential uses on the General Plan land use map and by Focus Area policies.

- a. Within lands designated for residential use, permit the following non-residential uses:
 - Public elementary schools;
 - Parks, botanical gardens, and passive open space areas; and
 - Playgrounds and playing fields and active open space areas.
- b. Along the periphery of neighborhoods where traffic through the neighborhood can be minimized and adequate buffer areas along the common boundary with residential uses is provided, subject to

development permits the following additional non-residential uses would be appropriate:

- Churches and places of religious assembly;
- Private elementary schools;
- Public and private middle and high schools;
- Day care centers.

Thus, these uses would be permitted along arterial and collector streets that are not intended to have single family residences fronting on them.

- c. Encourage larger neighborhood units to provide choices for residents as to the size and type of dwelling unit and lot, neighborhood design, density of development, community amenities, and form of ownership.
- d. Design new residential development with identifiable neighborhood units, with neighborhood shopping facilities, parks and recreational facilities, and schools provided as an integral component of neighborhood design.
 - *Streets.* Street design should route through traffic around, rather than through new neighborhoods. Neighborhood streets should be quiet, safe, and amenable to bicycle and pedestrian use. Within new subdivisions, single-family residences should be fronted on short local streets, which should, in turn, feed onto local collectors, and then onto master planned roadways.
 - *Schools, Parks, and Recreation Areas.* Elementary schools, as well as parks and recreational areas should be contained as near the center of the neighborhood they are as is feasible.
 - *Neighborhood Commercial Areas.* Neighborhood commercial centers should be located at the periphery of residential neighborhoods, and be designed such that residents can gain vehicular, bicycle, and pedestrian

access to the centers directly from the neighborhood.

- *Connections.* Individual neighborhoods should be provided with pathways and open spaces connecting residences to school and recreational facilities, thereby facilitating pedestrian and bicycle access.
 - *Neighborhood Character.* Residential neighborhoods should be designed to maintain a distinct character through the use of neighborhood signage, streetscapes, architectural styles and variations, natural topographic variations, and landscape buffers.
- e. Provide recognizable variations in front and side yard setbacks within single-family residential neighborhoods.
 - f. To reduce architectural massing, orient the shortest and lowest side of a corner residential dwelling unit toward the side street.
 - g. Within multi-family and small lot single-family developments, cluster residential buildings around open space and/or recreational features.
 - h. In higher density project with tuck-under parking and/or opposing garages, avoid the monotony of long parking corridors by turning individual units and/or staggering and landscaping parking areas.
 - i. Provide each unit of a multi-family development project with some unique elements to create a sense of place and identity.
 - Individual units within a project should be distinguishable from each other, and should have separate entrances and entry paths, where feasible.
 - The common space of each cluster of dwelling units should be designed to provide differences in size, dimensions, grading, and site furniture.
 - Every dwelling unit shall be provided with a usable private garden area, yard, patio, or balcony.

4.4.3 Commercial Land Uses

4.4.3.1 Commercial Land Use Objective.

Provide conveniently located, efficient, and attractive commercial areas to serve regional, community, and neighborhood functions and meet the retail and commercial needs of Antioch residents and businesses.

4.4.3.2 Commercial Land Use Policies.

The following policies apply to land designated for commercial uses on the General Plan land use map and by Focus Area policies.

- a. Design commercial and office developments in such a manner as to complement and not conflict with adjacent residential uses, and provide these developments with safe and easy vehicular, pedestrian, and bicycle access.
- b. Orient commercial development toward pedestrian use.
 - Commercial buildings should provide a central place of main focus.
 - Buildings should be designed and sited so as to present a human-scale environment, including identifiable pedestrian spaces, seating areas and courtyards.
 - Uses within pedestrian spaces should contribute to a varied and lively streetscape.
 - Buildings facing pedestrian ways and plazas should incorporate design features that provide visual interest at the street level.
- c. Building setbacks along major streets should be varied to create plaza-like areas, which attract pedestrians whenever possible.
- d. Provide for reciprocal access, where feasible, between commercial and office parcels along commercial corridors to minimize the number of drive entries, reduce traffic along commercial boulevards, and provide an orderly streetscape.
- e. Design internal roadways so that direct access is available to all structures visible from a particular parking area entrance in order to eliminate unnecessary vehicle

travel, and to improve emergency response.

- f. The City should consider high density residential projects within commercial land use areas in order to address housing needs and support local businesses. Any such residential projects are subject to the standards for High Density Residential, the City's Design Guidelines, and may not generate traffic or air quality impacts that exceed a comparable commercial development on the property.

4.4.4 Employment - Generating Land Uses

4.4.4.1 Employment-Generating Land Use Objective. Provide a mix of employment-generating uses supporting a sound and diversified economic base and ample employment opportunities for the citizens of Antioch through a well-defined pattern of manufacturing, warehousing and distribution, professional services, and office-based uses.

4.4.4.2 Employment-Generating Land Use Policies. The following policies apply to land designated for commercial uses on the General Plan land use map and by Focus Area policies.

- a. Focus the use of employment-generating lands on high value and high employment-generating uses (e.g., office environments, manufacturing and assembly).
- b. Provide for an appropriate mix of uses within employment-generating lands, including commercial and commercial service uses.
- c. Take advantage of existing rail facilities within the community by permitting the development of rail-served industrial uses.
- d. Ensure appropriate separation and buffering of manufacturing and industrial uses from residential land uses.
- e. All manufacturing and industrial uses shall be adequately screened to reduce glare, noise, dust, and vibrations.
- f. Office uses shall comply with the design policies set forth for commercial uses landscape (see Community Image and Design Element).

- g. Business park and office environments should blend well-designed and functional buildings with landscape (see Community Design Image and Element).

4.4.5 Community and Public Land Uses

4.4.5.1 Community and Public Land Use Objective. Maintain an adequate inventory of lands for the conduct of public, quasi-public, and institutional activities, including protection of areas needed for future public, quasi-public, and institutional facilities.

4.4.5.2 Community and Public Land Use Policies. The following policies apply to land designated for commercial uses on the General Plan land use map and by Focus Area policies.

The development and design of public office developments should comply with the General Plan provisions for commercial and office development.

- a. Maintain appropriate locations for the conduct of public business and the operation of institutional uses within the community (See also policies 4.4.2.2 a and b).
- b. Within areas designated Open Space, permit only such uses as are consistent with the provision of public and private recreation (active and passive), protection of public safety, managed production of resources, and preservation of significant environmental resources.
- c. Incorporate significant existing natural resources into the design of new projects, rather than removing them.
- d. When public or private natural or recreational open space is provided as part of a development project, amend the General Plan land use map to reflect the permanent provision of this open space. Alternatively, permanent open space protections in the form of easements, deed restrictions, or acquisition of development rights may be provided.

4.4.6 Focused Planning Areas

Ten areas within the Antioch General Plan study area have been identified for focused policy analysis and direction. The purpose of

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these "Focus Areas" is to provide policy direction specific to each area, including appropriate land use types and development intensity, based upon analysis of the particular opportunities and constraints affecting each area.

4.4.6.1 Downtown Specific Plan Focus

Area. The Rivertown/Urban Waterfront Focus Area has been repealed and replaced with the Downtown Specific Plan. Please refer to this adopted Plan for all policies related to the area.

4.4.6.2 Western Antioch Commercial

Focus Area. This Focus Area encompasses the commercial areas along Auto Center Drive from SR-4 north to Fourth Street, as well as the commercial areas south of the freeway along Somersville Road, up to and including the Somersville Town Center. The General Plan intends that existing auto dealerships be retained and revitalized along Auto Center Drive. If the existing dealers ultimately decide to relocate from Auto Center Drive, the City should work with the dealers to secure alternative locations within the City of Antioch. Potential alternative locations include the Regional Commercial area within the East Lone Tree Specific Plan Focus Area.

a. Purpose and Issues. The Auto Center Drive/Somersville Road corridor is one of Antioch's primary sales tax generators, encompassing automobile dealerships, the Somersville Towne Center mall, and other retail businesses. Uses along this corridor are aging, and in need of improvement. In addition, the Somersville Road interchange is heavily congested. Interchange capacity were increased as part of improvements for SR-4.

- Automobile dealerships exist along Auto Center Drive. The City has worked in the past to improve the design of Auto Center Drive, and to assist existing dealerships to modernize their facilities. Relocating the dealerships to another location within Antioch could reduce the amount of land available for industrial use, and may or may not be desirable for the dealerships. The dealerships have generated a customer base in their present location, though they do not have freeway visibility.
- South of the freeway is Somersville Towne Center, formerly known as County East

Mall. The center was an open air complex, and was enclosed in the 1970s.

There have been discussions in the past regarding adding another anchor tenant. However, the present design of the mall, with a series of tenants having their entries open to the parking lot along Somersville Road, limits simple design solutions. As a result, there have been suggestions that the mall be revitalized as a mixed-use specialty retail, entertainment, office, and residential project.

- The Focus Area's commercial uses are auto-oriented, and its general character is that of a typical older suburban community. Improvements to signage, street-scapes, and building façades are needed throughout the developed portion of this Focus Area, along with improved pedestrian linkages in the mall area.
- At the southern end of this Focus Area is the Chevron property, which is a 193-acre relatively flat, vacant parcel south of Buchanan Road. It is expected to be annexed by the City of Pittsburg and developed into a residential community. These new residents will contribute to the future financial stability of this commercial Focus Area.

b. Policy Direction. Efforts should be continued to keep existing automobile dealerships in their present locations, and to upgrade their facilities. Somersville Towne Center should be improved and expanded into a cohesive mixed-use retail, retail, entertainment, and/or residential center. Pedestrian and other urban design improvements should be provided to increase linkages between the mall and adjacent uses. Special effort should be undertaken to improve access to the mall site from Somersville Road, and to improve the distribution of parking around the mall.

The following policies apply to the Western Antioch Commercial Focus Area.

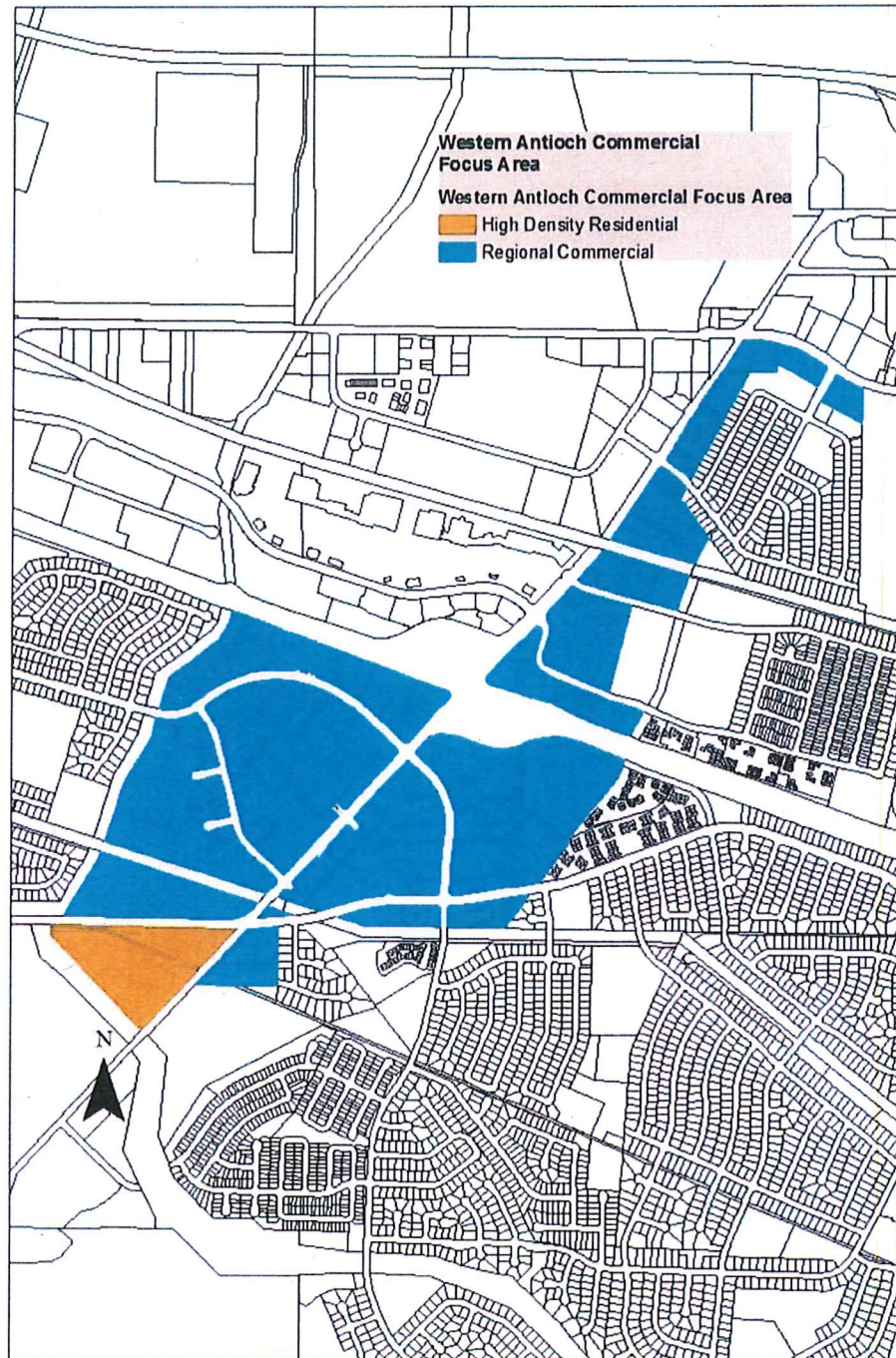
- a. Areas designated "*Commercial*" on Figure 4.3 shall comply with the provisions of the Western Antioch Commercial land use category (see Table 4.A).
- b. Areas designated "*Regional Commercial*" on Figure 4.3 shall comply with the

provisions of the Regional Commercial land use category (see Table 4.A).

- c. Areas designated "*High Density Residential*" in Figure 4.3 shall comply with the provisions of the High Density Residential land use category (see Table 4.A).

Expansion of Somersville Towne Center is encouraged, including new and expanded retail, particularly addition of new anchor tenants (department stores), higher end specialty retail, and sit-down restaurants. As shown in Figure 4.3, the General Plan permits expansion of the mall to the west. Expansion of the mall could also occur vertically by adding a second story of shops. Also permitted is the conversion of the existing mall into a mixed-use commercial, office, and residential complex. Revitalization of the mall into a mixed use concept could occur alongside expansion of the existing mall itself through development of multi-story office buildings, either free-standing or attached to the mall.

- d. An urban design plan should be prepared for the entire Western Antioch Commercial Focus Area. The design plan should define a design theme; set specific architectural, sign, landscape, and streetscape design standards for the corridor; and select specific designs for public improvements such as street lighting, special paving sections at intersections, and street furniture.
- e. A façade improvement program should also be undertaken for existing commercial uses within this Focus Area.



4.4.6.3 Eastern Waterfront Employment Area. This Focus Area encompasses the industrial areas in the northeastern portion of the City and its General Plan study area, south of the San Joaquin River, west of the SR-160 freeway. The Eastern Waterfront Employment

Area is approximately 976 acres in size, and lies primarily within the City of Antioch and partly within unincorporated territory.

a. Purpose and Primary Issues. As a result of shifts in the national and regional economy, several of the heavy industrial uses located along the San Joaquin River have closed, or have significantly scaled back their operations. Thus, it is necessary to plan for revitalization of former heavy industrial lands along the river, including transition to other uses. This may include environmental cleanup of brownfields resulting from years of heavy industrial use. To the east of Fulton Shipyard and south of the Antioch Dunes National Wildlife Refuge is the abandoned City Sewage treatment plant site. The development feasibility of this site may depend in part upon the clean up and improvement of nearby areas.

A large portion of this Focus Area, primarily north of Wilbur Avenue and the BNSF rail line, was recently annexed into the City of Antioch. Portions of this area are rail-served, which provides opportunities for the development of new industrial uses with modern plants.

South of Wilbur Avenue, industrial areas border along existing residential neighborhoods. As a result, it will be necessary to provide appropriate transitions between existing residential neighborhoods and future industrial development.

The environmental sensitivity and fragility of the Antioch Dunes National Wildlife Refuge within the northwestern portion of this Focus area establishes the need to provide appropriate buffer areas for urban uses located adjacent to the Refuge.

The proximity of the western portion of this Focus Area to Rodgers Point provides an opportunity for development of a recreational vehicle campground. Such a use would be possible at the site of the City's former water treatment plant. This Focus Area's location along the riverfront also provides the opportunity to extend the trail proposed for the

Downtown Specific Plan Focus Area to the existing marina adjacent to the SR 160 freeway.

The Northern Waterfront Economic Development Initiative is a multi-agency collaboration led by the County of Contra Costa to revitalize the areas adjacent to the San Joaquin River within Contra Costa County. The Initiative identifies Antioch's extensive industrial waterfront potential and provides guidance for regional efforts.

b. Policy Direction. The primary function of this Focus Area is to provide employment opportunities, and to assist Antioch in achieving its goal of a balance between local housing and employment. In addition, the Focus Area is intended to support and implement the outcomes of the Northern Waterfront Economic Development Initiative. The majority of employment opportunities created within this area will continue to be industrial in character, will reflect lighter industrial uses than are now present. Generally, this Focus Area will feature a transition between larger industrial uses between Wilbur Avenue and the river to light industrial and business park uses to the south. The area within this Focus Area between East 18th Street on the south and the BNSF rail line on the north, Viera Avenue on the west and Drive-In Avenue on the east is also subject to the provisions of the East Eighteenth Street Specific Plan.

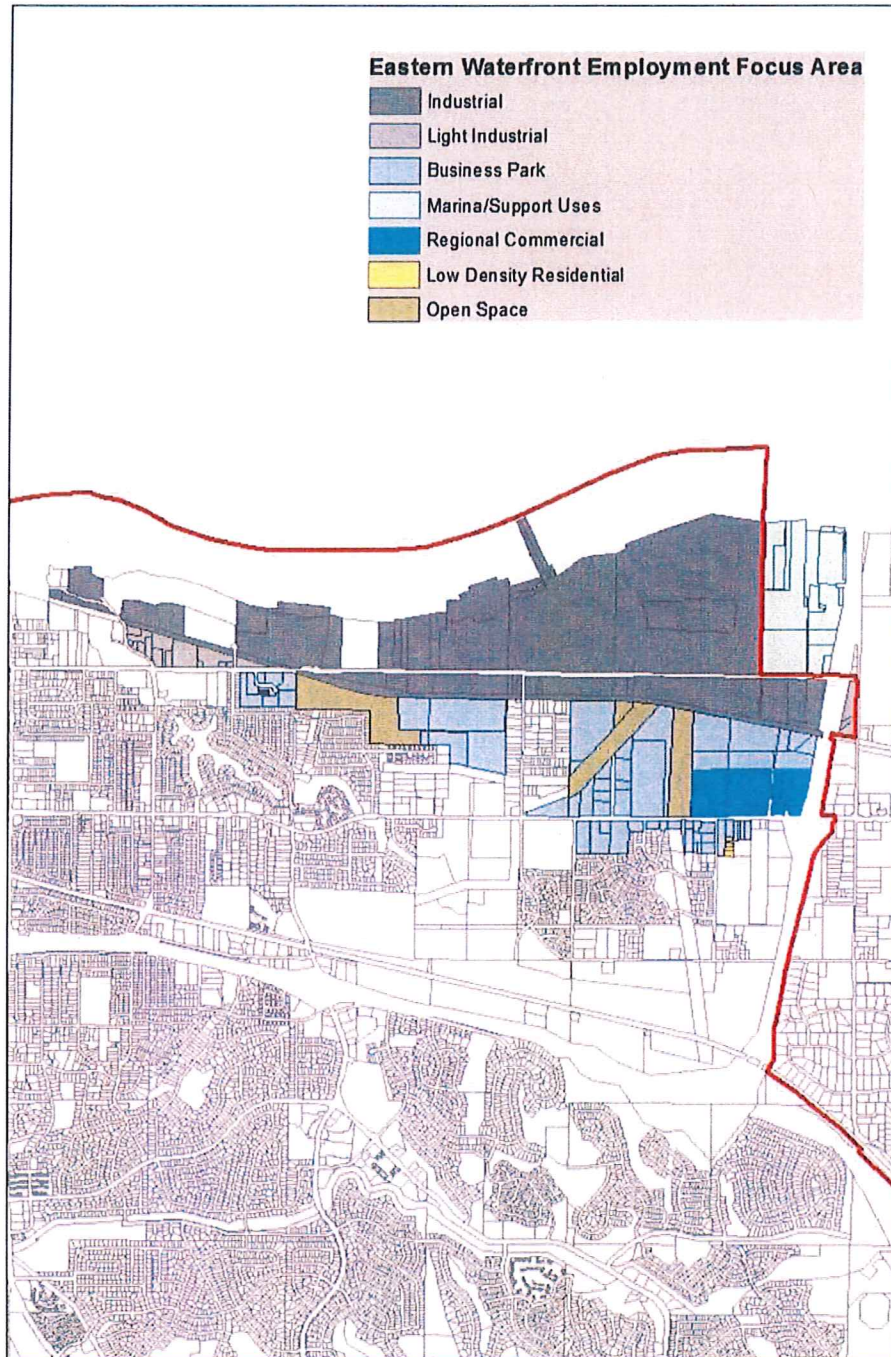
The following policies apply to the Eastern Waterfront Employment Focus Area.

- a. Areas designated "*Eastern Employment Business Park*" in Figure 4.4 are intended for employment-generating uses compatible with a location adjacent to residential neighborhoods as a transition from other industrial uses. Appropriate land use types are set forth in Table 4.A.

The maximum allowable intensity shall be an FAR of 0.55.

- b. The "*Commercial*" area identified in Figure 4.4 shall comply with the provisions of the Neighborhood Commercial Land Use designation (see Section 4.4.1.2).
- c. Areas designated "*Multi-Family Residential*" in Figure 4.4 shall comply with the provisions of the High Density

- Residential land use category (see Section 4.4.2.2 of the Land Use Element).
- d. The "General Industrial" area identified in Figure 4.4 shall comply with the provisions of the General Industrial land use category described in Section 4.4.1.3 of the Land Use Element.
 - e. The "*Light Industrial*" area identified in Figure 4.4 shall comply with the provisions of the Light Industrial land use category described in Section 4.4.1.3 of the Land Use Element.
 - f. The "*Regional Commercial*" area identified in Figure 4.4 shall comply with the provisions of the Regional Commercial land use category described in Section 4.4.1.2 of the Land Use Element.
 - g. The "*Marina/Supporting Uses*" area identified in Figure 4.4 shall comply with the provisions of the Marina/Supporting Uses land use category described in Section 4.4.1.2 of the Land Use Element.
 - h. The "*Open Space*" area identified in Figure 4.4 shall comply with the provisions of the Open Space land use category described in Section 4.4.1.4 of the Land Use Element.
 - i. Work with property owners and the California Department of Toxic Substances Control to facilitate clean up of existing brownfields within the industrial properties between Wilbur Avenue and the San Joaquin River.
 - j. If a rail transit stop can be established along the BNSF line west of the Route 160 freeway, development of a high-density cluster of retail, office, and residential uses adjacent to the proposed site would be appropriate. Such development could occur as an integrated, mixed-use project at densities as high as an FAR of 1.0 for non-residential uses and up to 35 units per acre for the residential portion of such mixed use development.
- As part of the development of sites adjacent to the freeway interchanges at Wilbur Avenue and East 18th Street, establish community gateway monumentation is to be provided, including distinctive signage and landscaping, expressing the theme of Antioch as "Gateway to the Delta." Such signage and monumentation must portray a high quality design image for the City.
- k. As a condition of new development or redevelopment of properties along the San Joaquin River between Rodgers Point and the existing marina at the SR 160 freeway, explore requiring dedication and improvement of a riverfront trail and linear park.



4.4.6.4 Hillcrest Station Area Focus Area. The SR-4/SR-160 Industrial Frontage Focus Area has been repealed and replaced with the Hillcrest Station Area Specific Plan. Please refer to this adopted Plan for all policies related to the area.

4.4.6.5 "A" Street Interchange. The "A" Street Interchange Focus Area encompasses 119 acres of land along "A" Street from Worrel Road on the south to 10th Street and the Rivertown/Urban Waterfront Focus Area on the north. This Focus Area includes lands actually fronting on "A" Street, as well as additional adjacent properties.

a. Purpose and Primary Issues. "A" Street is located at the center of Antioch, and is an important gateway to the Rivertown Area. The existing interchange has the opportunity to become the primary gateway into the Rivertown area, as well as into southeastern Antioch. Thus, revitalization of uses at the interchanges, as well as uses along the route into Rivertown is needed. Currently, "A" Street is a suburban commercial strip with some single-family residential fronting on the roadway north of SR-4 freeway. Many uses along "A" Street are deteriorating or have a typical suburban commercial strip design. Most commercial parcels are too shallow to allow for modern design, and existing residential uses fronting on "A" Street are in need of upgrade. Relatively high traffic volumes make it undesirable for single family residential uses to front along and take access from "A" Street. To facilitate revitalization of this corridor, it would be desirable to consolidate commercial parcels fronting on "A" Street, and increase their depth. By accomplishing this, new commercial centers with high quality architectural and site design could be developed, accommodating many of the same uses that are now present, but in a manner more befitting of the area's central location within the City. It would also be desirable to relocate residents fronting along "A" Street to more suitable living environments.

Remaking the uses at the "A" Street Interchange will be costly, and relocation of resi-

dents can be traumatic and difficult. However, the potential benefits are substantial. At a minimum, urban design improvements, including undergrounding of utilities, building façade, and sign improvements are needed in the short-term. In the mid- to long-term (8 to 15 years), deepening of existing commercial parcels and removal of existing residences fronting on "A" Street at the interchange appear to be appropriate.

b. Policy Direction. The General Plan envisions a cluster of commercial and office uses with high design quality, transforming the "A" Street corridor from a strip commercial area into a pedestrian-oriented village with well-designed retail and office uses. The A Street interchange along the SR 4 freeway needs to feature a major community gateway statement. "Signature" buildings (those having greater height and design detail than adjacent buildings) will be encouraged at key locations, including at all four quadrants of the freeway interchange, as well as the intersections of A Street with Texas Avenue, East Eighteenth Street, Tenth Street and Wilbur Avenue.

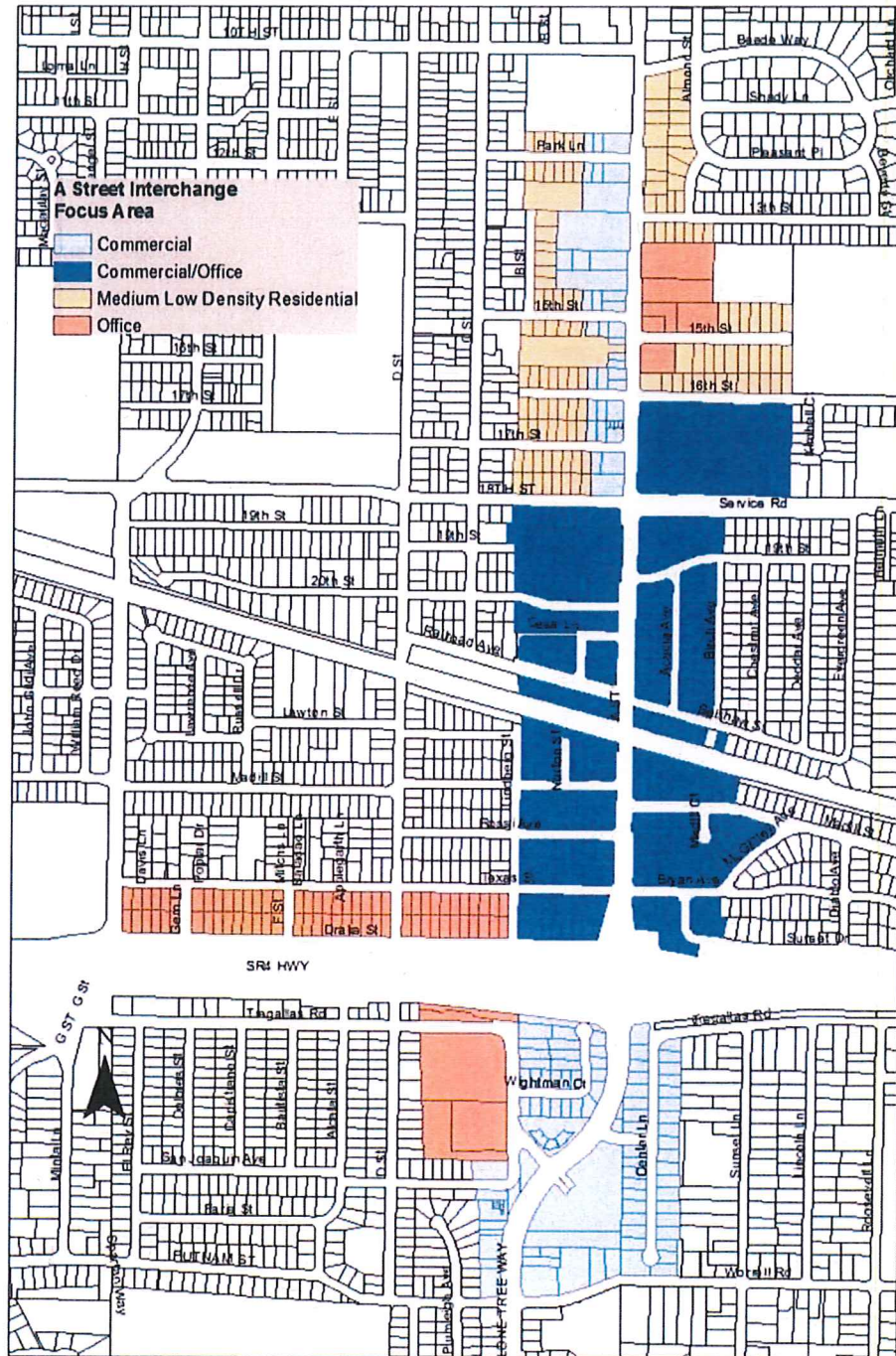
To accomplish this requires relocation of deteriorating residential uses from the "A" Street frontage, and increasing the depth of commercial/office uses to provide a more sensible development pattern.

Transformation of the "A" Street corridor is intended to occur over a period of several years. Residents to be relocated as part of the revitalization effort will be afforded all of the protections and relocation benefits provided under State law.

The following policies apply to the "A" Street Interchange Focus Area.

- a. Areas designated "*Commercial*" in Figure 4.6 shall comply with the provisions of the Neighborhood Commercial Land Use designation (see Section 4.4.1.2).
- b. Areas designated "*Commercial/Office*" in Figure 4.6 shall comply with the provisions of the Neighborhood/Community Commercial Land Use designation (see Section 4.4.1.2). The land uses that are considered to be appropriate for areas designated "*Commercial/Office*" in Figure 4.6 are those identified for "A" Street Commercial/Office in Table 4.A.

- c. Areas designated "Office" in Figure 4.6 shall comply with the provisions of the Office Land Use designation (see Section 4.4.1.3). In addition to the uses identified as being appropriate within the Office designation, Religious Assembly uses would also be appropriate.
- d. Areas designated "Residential" in Figure 4.6 shall comply with the provisions of the Low Medium Density Residential Office Land Use designation (see Section 4.4.1.1).
- e. An urban design plan should be prepared for this Focus Area. The plan should define a design theme; set specific architectural, sign, landscape, and streetscape design standards for the corridor; and select specific designs for public improvements such as street lighting, special paving sections at intersections, and street furniture.
- f. A signage and façade improvement program should also be undertaken for commercial uses within this Focus Area.
- g. To provide visual emphasis to specific locations, commercial and office buildings should be limited to two stories in height, except at the intersection of 18th Street, where three story structures with distinctive architecture ("signature buildings") are encouraged.
- h. The City should, if feasible, expand Antioch Development Agency Project Area 1 or establish a new redevelopment project area for the "A" Street Interchange Focus Area. The primary purpose of such a redevelopment project would be to:
- assist in the conversion of existing residential dwellings to commercial and office uses;
 - assist residents with relocation costs; assist area businesses in financing façade and sign improvements;
- i. Assist in funding improvements within the public right-of-way (e.g., streetscape improvements, special paving at intersections, street furniture)
- j. Facilitate the consolidation of parcels along "A" Street as a means of encouraging new, high quality, pedestrian-oriented commercial and office development.



4.4.6.6 Western Gateway. The Western Gateway Focus Area consists of approximately 43 acres, located at the western edge of the City, adjacent to the City of Pittsburg (Figure 4.7). The triangular Focus Area is bounded by the SR-4 freeway to the north, the Pittsburg city limits to the west, and an existing single-family residential neighborhood to the southeast. Delta Fair Boulevard runs through the center of Focus Area.

a. Purpose and Issues. The Western Gateway Focus Area is located at a key community entry. It is the first property in Antioch seen by eastbound travelers along the SR-4 freeway, and as such, will define Antioch's visual character for new visitors to the community. The Focus Area is partially developed. The County Social Services Department maintains offices along the south side of Delta Fair Boulevard. An existing transitional housing development is located adjacent to the County offices. Los Medanos College is located adjacent to the west side of the Focus Area, in Pittsburg. The Western Gateway Focus Area is connected to the Somersville Towne Center mall and regional commercial uses along Somersville Road by Delta Fair Boulevard, which traverses the residential neighborhoods between the two areas. Thus, even though there is a roadway connecting between the Western Gateway Focus Area and regional commercial uses along Somersville Road, the two areas do not have a functional linkage. The recent extension of Century Boulevard from the north provided a roadway connection between this Focus Area and commercial areas to the north of the SR-4 freeway in the City of Pittsburg.

Along the southeasterly side of this Focus Area are single-family dwellings. Thus, while the location of this Focus Area at a key entry to the community calls for dramatic architecture, perhaps with mid-rise buildings, there is also a need to maintain compatibility with the adjacent residential neighborhood.

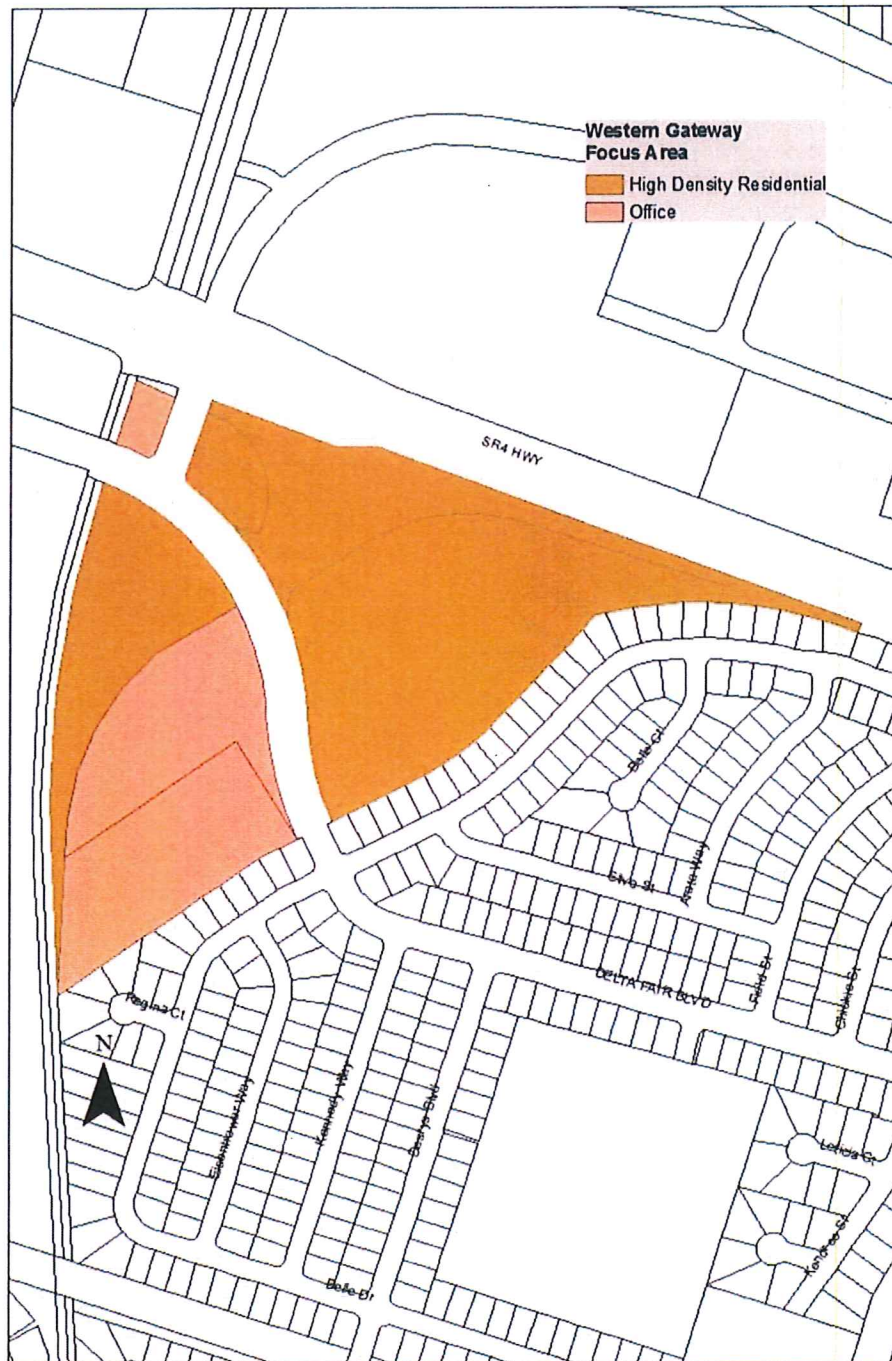
b. Policy Direction. A community gateway monument and landscaping should be developed along the west side of the intersection of Delta Fair Boulevard and

Century Boulevard. This monument should include modern community signage and appropriate landscaping. Development along the north side of Delta Fair Boulevard should consist of mid-rise office uses at the intersection of Delta Fair and Century boulevards, and potentially attached residential dwelling units adjacent to the existing neighborhood.

The following policies shall guide development of the Western Gateway Focus Area.

- a. The Western Gateway Focus Area is intended for office uses northwest of Delta Fair Boulevard, along with existing multi-family residential and public uses on the opposite side of the roadway.
- b. Areas designated "Office" on Figure 4.7 shall comply with the provisions of the Office land use designation (see Section 4.4.1.3).
- c. Areas designated "High Density Residential" on Figure 4.7 shall comply with the provision of the High Density Residential land use designation (See Section 4.4.1.3)
- d. Adequate separation shall be maintained between new multi-family uses and existing residential neighborhoods. If parking areas are located along the residential edge, sufficient noise mitigation shall be provided.
- e. As part of the development of this Focus Area, community gateway monumentation is to be established at the northwest corner of Delta Fair and Century Boulevards, including distinctive signage and landscaping and expressing the theme of Antioch as "Gateway to the Delta." Such signage and monumentation must portray a high quality design image for the City.¹

¹ See the Community Image and Design Element.



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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.

Sand Creek, as well 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 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.

The following policies apply to development within the Sand Creek Focus Area.

- a. Prior to or concurrent with approvals of any development applications other than major employment-generating uses (including, but not limited to a medical facility on the Kaiser property), a specific plan or alternative planning process as determined by the City Council, shall be prepared and approved for the Sand Creek Focus Area. Such specific plan or alternative planning process shall identify and provide for project for project-related land uses, financing of required public services and facilities, open space preservation, community design, recreational amenities, and community improvements within the area proposed for development.
- b. Sand Creek Focus Area development shall make a substantial commitment to employment-generating uses. Up to 180 acres are to be devoted to employment-generating uses within the areas shown for Commercial/Open Space, in addition to the area shown as Mixed Use Medical Facility. Appropriate primary land uses within employment-generating areas include:
 - Administrative and Professional Offices
 - Research and Development
 - Light Manufacturing and Assembly
 - Hospital and related medical uses
- c. Secondary, support and ancillary uses within employment-generating areas include:
 - Banks and Financial Services
 - Business Support Services
 - Eating and Drinking Establishments
 - Health Clubs and Spas
 - Lodging and Visitor Services
 - Storage and Distribution – Light
 - Civic Administration
 - Cultural Facilities
 - Day Care Centers
- d. The maximum development intensity for employment-generating lands shall be an overall FAR of 0.5.
- e. A maximum of 95 acres of retail commercial uses designed to service the local community may be developed within the areas shown for Commercial/Open Space, with a maximum overall development intensity of a 0.3 FAR.
- f. Up to 1.24 million square feet of retail commercial uses may be constructed. Within areas designated for retail use (areas shown for Commercial/Open Space), office development may be developed at a maximum FAR of 0.5.
- g. Appropriate uses within the retail portions of this Focus Area include:
 - Administrative and Professional Offices
 - Automotive Uses
 - Banks and Financial Services
 - Business Support Services
 - Eating and Drinking Establishments
 - Food and Beverage Sales
 - General Merchandise
 - Health Clubs and Spas
 - Personal Services
 - Personal Instruction
 - Theaters
 - Civic Administration
 - Cultural Facilities
 - Day Care Centers
 - Residential development as part of a mixed-use medical facility

- h. Commercial areas shall be designed as cohesive centers, and not in narrow corridors or commercial strips.
- i. Each commercial center shall establish an identifiable architectural theme, including buildings, signage and landscaping.
- j. Commercial and employment-generating developments shall be designed to accommodate public transit and non-motorized forms of transportation.
- k. A maximum of 4,000 dwelling units may be constructed within the Sand Creek Focus Area. Appropriate density bonuses may be granted for development of age-restricted housing for seniors; however, such density bonuses may not exceed the total maximum of 4,000 dwelling units for the Sand Creek Focus Area.
- l. It is recognized that although the ultimate development yield for the Focus Area may be no higher than the 4,000 dwelling unit maximum, the actual development yield is not guaranteed by the General Plan, and could be substantially lower. The actual residential development yield of the Sand Creek Focus Area will depend on the nature and severity of biological, geologic, and other environmental constraints present within the Focus Area, including, but not limited to constraints posed by slopes and abandoned mines present within portions of the Focus Area; on appropriate design responses to such constraints, and on General Plan policies. Such policies include, and but are not limited to, identification of appropriate residential development types, public services and facilities performance standards, environmental policies aimed at protection of natural topography and environmental resources, policies intended to protect public health and safety, and implementation of the Resource Management Plan called for in Policy "u," below.
- m. As a means of expanding the range of housing choices available within Antioch, three types of "upscale" housing are to be provided, including Hillside Estate Housing, Executive Estate Housing, and Golf Course-Oriented Housing.

Hillside Estate Housing consists of residential development within the hilly portions of the Focus Area that are designated for residential development. Appropriate land use types include Large Lot Residential. Within these areas, typical flat land roadway standards may be modified (e.g., narrower street sections, slower design speeds) to minimize required grading. Mass grading would not be permitted within this residential type. Rough grading would be limited to streets and building pad areas. Residential densities within Hillside Estate Areas are to be limited to one dwelling unit per gross developable acre (1 du/ac), with typical lot sizes ranging upward from 20,000 square feet. The anticipated population density for this land use type is up to four persons per developed acre. Included in this category is custom home development, wherein semi-improved lots are sold to individuals for construction of custom homes. Approximately 20 percent of Hillside Estate Housing should be devoted to custom home sites.

Executive Estate Housing consists of large lot suburban subdivisions within the flatter portions of the Focus Area. Appropriate land use types include Large Lot Residential. Densities of Executive Housing areas would typically be 2 du/ac, with lot sizes ranging upward from 12,000 square feet. The anticipated population density for this land use type is up to eight persons per developed acre.

Golf Course-Oriented Housing consists of residential dwelling units fronting on a golf course to be constructed within the portion of the Focus Area identified as Golf Course/Senior Housing/Open Space in Figure 4.8. Appropriate land use types include Single Family Detached and Small Lot Single Family detached for lots fronting on the golf course. Maximum densities for golf course-oriented housing would typically be 4 du/ac, with lot sizes as small as 5,000 square feet for lots actually fronting on the golf course. Given the significant environmental topographic constraints in the portion of the focus area west of Empire Mine Road, the minimum lot size for executive estate housing within

- this area shall be a minimum of 10,000 square feet. This would allow additional development flexibility in situations where executive estate housing needs to be clustered in order to preserve existing natural features. In no case shall the 10,000 square foot minimum lot size constitute more than 20 percent of the total number of executive estate housing units in the area west of Empire Mine Road. The anticipated population density for this land use type is up to eight to twelve persons per acre developed with residential uses. Should the City determine as part of the development review process that development of a golf course within the area having this designation would be infeasible, provision of an alternative open space program may be permitted, provided, however, that the overall density of lands designated Golf Course/Senior Housing/Open Space not be greater than would have occurred with development of a golf course.
- 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. The anticipated population density for this land use type is up to eight to twelve 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 within areas shown as Medium Low Density Residential and Low Density Residential in Figure 4.8. The anticipated population density for this land use type is fourteen to eighteen persons per acre developed with residential uses.
 - p. A total of 25 to 35 acres is to be reserved for multi-family housing to a maximum density of 20 du/ac. Areas devoted to multi-family housing should be located adjacent to the main transportation routes within the Focus Area, and in close proximity to retail commercial areas. The anticipated population density for this land use type is up to forty persons per acre developed with residential uses.
 - 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, or Multi-Family Attached Housing, and may be developed in any of the residential areas of the Sand Creek Focus 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 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.
 - s. Sand Creek, ridgelines, hilltops, stands of oak trees, and significant landforms shall be preserved in their natural condition. Overall, a minimum of 25 percent of the Sand Creek Focus Area shall be preserved in open space, exclusive of lands developed for golf course use.
 - t. Adequate buffer areas adjacent to the top of banks along Sand Creek to protect sensitive plant and amphibian habitats and water quality shall be provided. Adequate buffer areas shall also be provided along the edge of existing areas of permanently preserved open space adjacent to the Sand Creek Focus Area, including but not limited to the Black Diamond Mines Regional Park. Buffers established adjacent to existing open space areas shall be of an adequate width to minimize light/glare, noise, fire safety, and public safety, habitat, and public access impacts within the existing open

space areas, consistent with the provisions of Section 10.5, Open Space Transitions and Buffers Policies of the General Plan.

- u. Because of the sensitivity of the habitat areas within the Sand Creek Focus Area, and to provide for mitigation of biological resources impacts on lands in natural open space, as well as for the long-term management of natural open space, a project-specific Resource Management Plan based on the Framework Resource Management Plan attached as Appendix A to this General Plan shall be prepared and approved prior to development of the Sand Creek Focus Area properties.
- v. A viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch State Park shall be retained using linkages in the southwestern portion of the Lone Tree Valley (within the Sand Creek drainage area), Horse Valley, and the intervening ridge. The primary goal of preserving such a corridor is to allow for wildlife movement between Black Diamond Mines Regional Preserve and Cowell Ranch State Park. Completion of such a corridor is contingent upon the cooperation with the City of Brentwood and Contra Costa County, each of whom may have land use jurisdiction over portions of this corridor.
 - To preserve this corridor and in view of other significant development constraints, certain lands in the southwestern portion of the Focus Area shall be designated as "Open Space," as depicted in Figure 4.8. Limited future adjustments to the boundaries of this "Open Space" area may occur as part of the Specific Plan and/or project level environmental review processes, provided that such adjustments: (a) are consistent with the goals and policies outlined in the Framework for Resource Management set forth in Appendix A; (b) are based upon subsequently developed information and data relating to environmental conditions or public health and safety that is available at the Specific Plan stage, the project-level development plan stage, or during the permitting processes with federal, state or regional regulatory agencies; and (c) would not cause the "Open Space" area west of Empire Mine Road to be less than 65 percent of the total lands west of Empire Mine Road. Any open space and otherwise undeveloped areas west of Empire Mine Road that are within the area designated as "Hillside and Estate Residential" shall not count towards meeting this 65 percent minimum "Open Space" requirement.
 - All areas designated as "Open Space" within the Focus Area may be utilized for mitigation for loss of grassland and other project-level impacts by projects within the Focus Area.
 - Due to the varied and complex topography west of Empire Mine Road the exact boundary between the "Hillside Estate" residential area and "Estate" residential area shall be determined as part of the project-level entitlement process.
 - It is anticipated that there will be only minor adjustments to the boundary between the open space area and the hillside and estate residential area shown in Figure 4.8. Minor adjustments may be made to this boundary provided that such adjustments shall not create islands of residential development within the area designated open space in Figure 4.8.
 - In order to ensure adequate buffering of the Black Diamond Mines Regional Park from development in the Sand Creek Focus Area, no residential development shall be allowed north of the Sand Creek channel between the area designated "Hillside and Estate Residential" in Figure 4.8 west of Empire Mine Road and the existing Black Diamond Mines Regional Park boundary.
- w. The construction of facilities necessary to ensure adequate public access across

- Sand Creek west of Empire Mine Road, including the bridging of Sand Creek, an appropriately sized parking lot and staging area, and any trails needed to ensure public access to Black Diamond Mines Regional Park shall be implemented as an infrastructure component of development in the Focus Area.
- x. To mitigate the impacts of habitat that will be lost to future development within the Focus Area, an appropriate amount of habitat shall be preserved on- or off-site per the compensatory provisions of the Framework Resource Management Plan prepared for the Sand Creek Focus Area (attached as Appendix A of the General Plan).
 - y. Ponds, wetlands, and alkali grassland associated with upper Horse Creek shall be retained in natural open space, along with an appropriate buffer area to protect sensitive plant and amphibian habitats and water quality. If impacts on the Horse Creek stream and riparian downstream are unavoidable to accommodate infrastructure, appropriate compensatory mitigation shall be required off-site per the provisions of the Resource Management Plan attached as Appendix A to this General Plan.
 - z. Chaparral, scrub, and rock outcrop community within the western portion of the Focus Area (west of Empire Mine Road), as well as adjacent grassland community that is suitable habitat for the Alameda whipsnake (*masticophis lateralis euryxanthus*) shall be retained in natural open space. Within other portions of the Focus Area, the chaparral, scrub, and rock outcrop shall be retained in natural open space contiguous to the required grassland linkage to function as a buffer and protect the grassland linkage south of the chaparral, scrub, and outcrop community.
 - aa. Within the western portion of the Focus Area (west of Empire Mine Road), the oak woodland and savanna community shall be preserved in natural open space. Within other portions of the Focus Area, the oak woodland and savanna community shall be preserved in natural open space where it overlaps the rock outcrop community.
 - bb. As appropriate and necessary to protect public health and safety, abandoned mines shall be included within required natural open space areas, along with appropriate buffer areas and measures to prevent unauthorized entry.
 - cc. Mass grading within the steeper portions or the Focus Area (generally exceeding 25 percent slopes) is to be avoided.
 - dd. Impacts of residential development on the Antioch Unified School District and Brentwood school districts will be mitigated pursuant to a developer agreement with the District.
 - ee. Project entry, streetscape, and landscape design elements are to be designed to create and maintain a strong identification of the Sand Creek Focus Area as an identifiable "community" distinct from Southeast Antioch.
 - ff. The Sand Creek Focus Area is intended to be "transit-friendly," including appropriate provisions for public transit and non-motorized forms of transportation.
 - gg. subject to its financial feasibility (see Policy "m"), a golf course shall be provided within the Focus Area, designed in such a way as to maximize frontage for residential dwellings. The golf course may also be designed to serve as a buffer between development and open space areas set aside to mitigate the impacts of development.
- The golf course shall be designed to retain the existing trail within Sand Creek.
- The golf course and Sand Creek corridor shall function as a visual amenity from the primary access road within the Focus Area (Dallas Ranch Road/Sand Creek Road).
- As part of the golf course clubhouse, banquet and conference facilities shall be provided.
- hh. A park program, providing active and passive recreational opportunities is to be provided. In addition to a golf course and preservation of natural open space within Sand Creek and the steeper portions of

the Focus Area, the development shall meet the City's established park standards. A sports complex is to be developed.

A sports complex is to be developed. The sports complex is intended to be located within the Flood Control District's detention basin.

Neighborhood park facilities may be privately maintained for the exclusive use of project residents. The sports complex within the Sand Creek Detention Basin will be maintained by the City.

- ii. Development of an appropriate level of pedestrian and bicycle circulation throughout the community is to be provided, including pathways connecting the residential neighborhoods, as well as non-residential and recreational components of the community. Sand Creek Focus Area development should also provide recreational trail systems for jogging and bicycling, including areas for hiking and mountain biking. Trails along Sand Creek and Horse Valley Creek shall be designed so as to avoid impacting sensitive plant and amphibian habitats, as well as water quality.

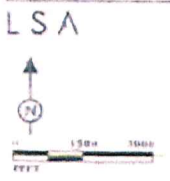
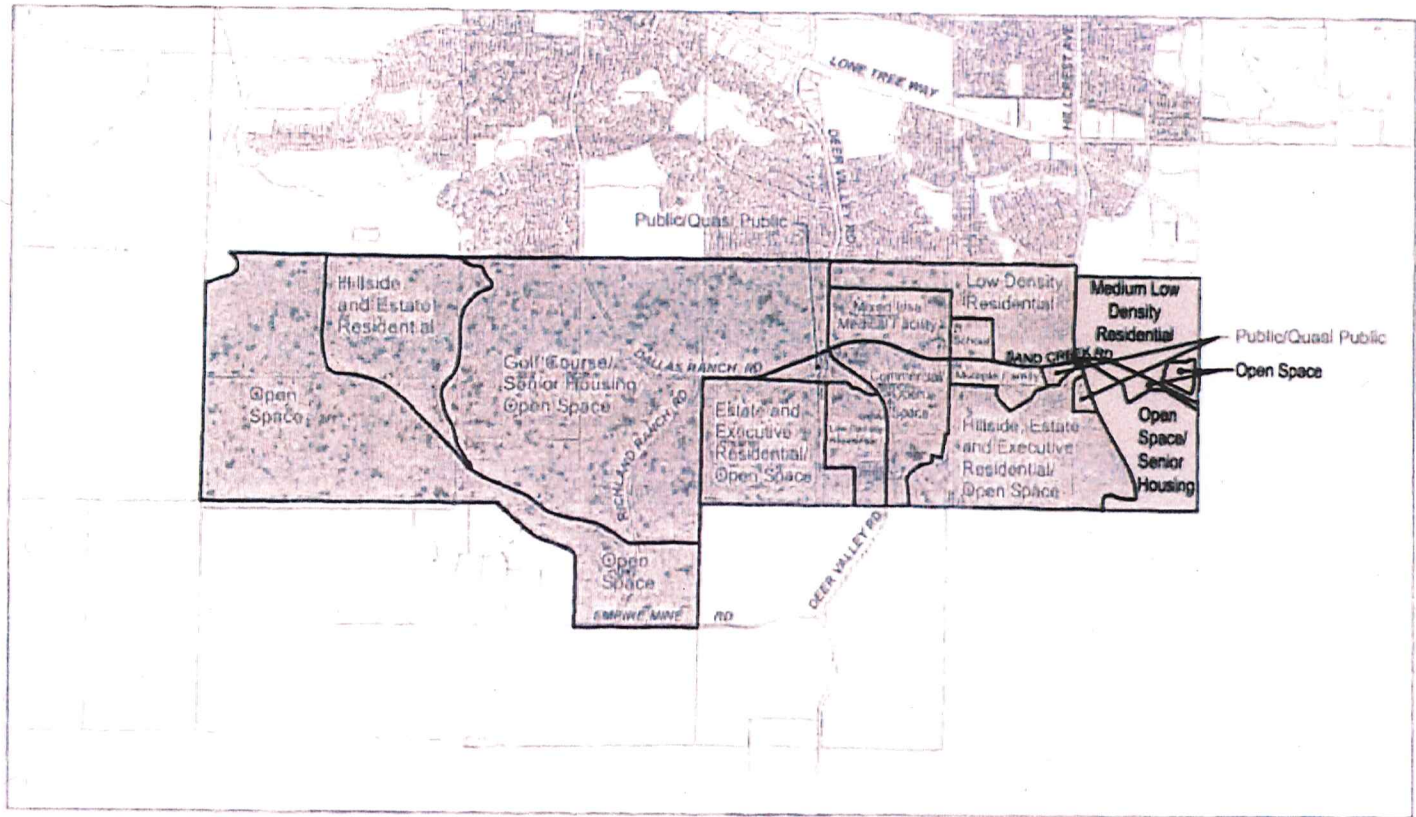


FIGURE 4.8
(REVISED BY CBG, 11/09/15)

City of Antioch
General Plan
Sand Creek Focus Area

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4.4.6.8 East Lone Tree Specific Plan Area.

The East Lone Tree Specific Plan Focus Area encompasses approximately 720 acres in the eastern portion of the City of Antioch. It is bounded by Lone Tree Way on the south, Empire Avenue and the Southern Pacific rail line on the east, the Contra Costa Canal on the north, and existing residential subdivisions on the west (Figure 4.9). The City's previous General Plan identified the East Lone Tree Specific Plan Area as "Future Urban Area 2." The alignment of the SR-4 bypass runs through the center of the Focus Area, with interchanges proposed at Lone Tree Way and at the extension of Laurel Road.

a. Purpose and Primary Issues. City General Plan policy has long held that the lands within the East Lone Tree Focus Area should be developed for employment-generating uses, with the majority of the area developed with suburban-type business parks, incorporating major office complexes and light industrial uses, all developed in accordance with high development standards. The SR-4 By-pass runs through the middle of the Focus area, along the base of rolling hills. The eastern portion of the area is relatively flat, while the western portion of the area consists of rolling hills.

The East Lone Tree Specific Plan was adopted by the City in May 1996. The Specific Plan supports long-standing General Plan goal of a new employment center by devoting the flat eastern portion of the Focus Area to employment-generating uses. At the heart of the employment center is a proposed retail nucleus of restaurants, shops, and service providers. The Specific Plan identifies the purpose of this retail nucleus as providing a "sense of vitality and urbanity to what is otherwise a low, spread-out campus of largely internalized workplaces." The Specific Plan also encourages a commuter rail station along the existing Southern Pacific rail line to link the proposed employment center with the proposed commuter rail system. The commuter rail station proposed in the Specific

Plan will actually be located to the east of the Specific Plan (see Figure 7.1).

The Specific Plan identifies three sites as being appropriate for regional retail development. A 30-acre site at the Lone Tree Way interchange along the SR-4 Bypass is reserved in the Specific Plan exclusively for regional retail use, while two other sites, encompassing 48 acres are identified for regional retail use, but may be used for employment-generating uses. These two sites are located at the Laurel Road interchange along the Bypass, and at the intersection of Lone Tree Way and Empire Road. The East Lone Tree Specific Plan dedicates the western portion of the area primarily to detached single-family development at a density of 4 to 6 units per acre. A system of open space, trails, and parks is planned throughout the residential portion of the area.

The East Lone Tree Specific Plan, with its frontage along the SR-4 Bypass, provides Antioch with substantial opportunities for expansion of the employment and retail bases. The 98 acres devoted to employment-generating uses in the Specific Plan could provide employment for up to 2,850 workers. An additional 2,275 jobs could be created within the 78 acres reserved by the Specific Plan for "Regional Focus Area Retail/Employment" uses, if that area were to be devoted to employment-generating use. Retail and service employment could be as high as 2,025.

b. Policy Direction. The East Lone Tree Specific Plan implements General Plan policies aimed at establishing Antioch as a balanced community, providing a broad range of employment and shopping opportunities for its residents. The eastern portion of the Focus Area, east of the SR-4 Bypass, is to be devoted to employment-generating and commercial land uses, while the area west of the Bypass will be devoted to residential and open space uses, with supporting neighborhood commercial development and public uses. The eastern portion of the Focus

Area was included by ABAG in its "Shaping

Our Future" program¹.

Along with the provisions of the Specific Plan, the following land use policies shall apply.

- a. The maximum development intensity for the East Lone Tree Specific Plan area shall be as follows:
 - Single-Family Residential: 1,100 dwelling units, developed within the areas shown as "Residential/Open Space in Figure 4.9, subject to the provisions of the Low and/or Medium Low Density Residential land use category described in Section 4.4.1.1 of the Land Use Element.
 - Multi-Family Residential: 250 dwelling units, developed within the areas shown as "Residential/Open Space in Figure 4.9, subject to the provisions of the High Density Residential land use category described in Section 4.4.1.1 of the Land Use Element.
 - Commercial/Office: 1,135,000 square feet, developed within the areas shown as "Office/Retail," "Regional Retail," or "Regional Retail/ Employment Generating Lands in Figure 4.9. Such development may include a mix of uses that comply with the provisions of the Regional Retail land use category described in Section 4.4.1.2 or the Office land use category described in Section 4.4.1.3 of the Land Use Element.
 - Business Park/Industrial: 2,152,300 square feet, developed within the areas shown as "Regional Retail/Employment Generating Lands" in Figure 4.9. Such development may include a mix of uses that comply with the provisions of the Business Park or Light Industrial land use categories described in Section 4.4.1.3 of the Land Use Element.
- b. Land uses within the area shown as Open Space/Public in Figure 4.9 may include a mix of uses that comply with the provisions of the Open Space or Public/Institutional land use category described in Section 4.4.1.4 of the Land Use Element.
- c. If a regional mall can be attracted to the East Lone Tree Specific Plan area, the land area devoted to regional retail may be expanded as necessary to accommodate this use.
- d. Should the Antioch Unified School District not purchase land within the East Lone Tree Focus Area for a new high school as provided in State law, the area may be developed consistent with the East Lone Tree Focus Area Residential/Open Space designation.
- e. The physical extent of the office/retail area along in the southwest quadrant of the Laurel Road interchange may be expanded, should the market support additional office/commercial development.
- f. With implementation smart growth principles and the introduction of a rail transit stop in the vicinity of the Focus Area, the Commercial/Employment area located adjacent to the transit stop, may be developed as a mixed-use area, incorporating high intensity, residential, commercial, and office uses. Such development could occur at densities as high as an FAR of 1.0 for non-residential uses and mixed-use buildings, up to 20 units per acre for residential areas. Residential development should incorporate residential village themes, providing identifiable neighborhood areas within the Focus Area. The identity of individual neighborhoods should be reinforced with differing architectural styles and location within the community.

¹ "Shaping Our Future" is sponsored by 45 organizations in the Bay Area in an attempt to achieve consensus on comprehensive approaches to growth and change in Contra Costa County. The program aims to define a "smarter way to grow", including "efficient" design of development along the edges of the metropolitan area. Planning principles being followed in Shaping Our Future include reducing single occupant vehicle trips through mixed use development at "efficient" densities, developing new transit centers and focusing new development around those centers, and preserving open space and agricultural lands.

- g. Development of an appropriate level of pedestrian and bicycle circulation throughout the community is to be provided, including pathways connecting the each residential neighborhood, as well as non-residential and recreational components of the community. Development of the East Lone Tree Specific Plan area should also provide recreational trail systems for jogging and bicycling, including areas for hiking and mountain biking.
- h. Public services and facilities, including needed on-site and off-site facilities, shall be provided and financed by the project as needed to meet the public services performance standards set forth in the Growth Management Element for each increment of project development.
- i. Project development shall provide full mitigation of impacts on school facilities to the Antioch Unified School District, Brentwood Union School District, and Liberty Union High School District to offset demands for new school facilities created by future development within each district
- j. Project entry, streetscape, and landscape design elements are to be designed to create and maintain a strong identification of the East Lone Tree Specific Plan area as an identifiable "community."

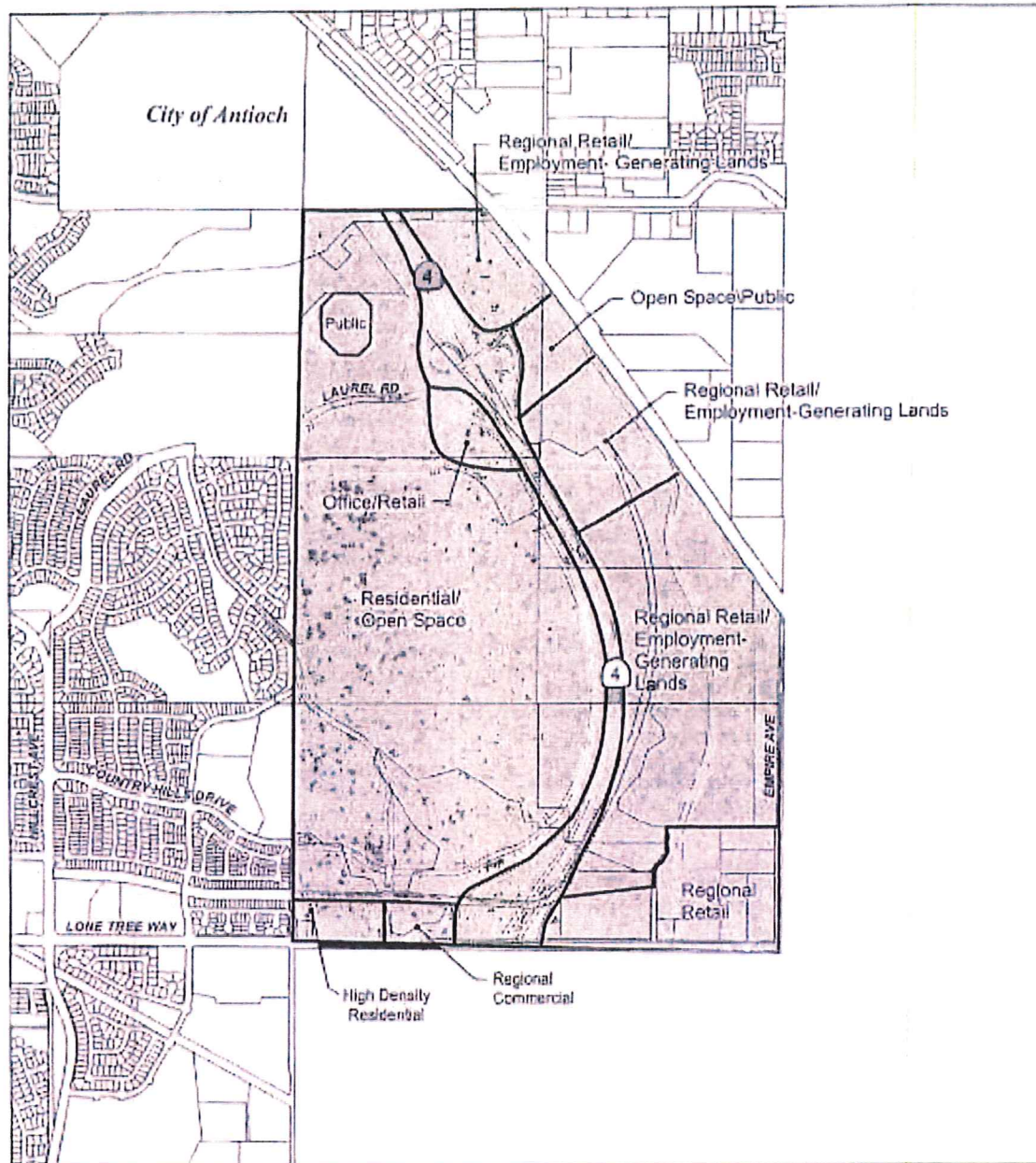


FIGURE 4.9

LSA



City of Antioch
General Plan
East Lone Tree Focus Area

R:\PLAN\GIS\Graphics\plan\figure 4.9 (03/27/06)

ALeS

4.4.6.9 Roddy Ranch. Roddy Ranch is located in the southerly portion of the General Plan study area, within unincorporated territory. A portion of Roddy Ranch is inside the Voter-Approved Citywide Urban Limit Line (Figure 4.12). This Focus Area encompasses over 2,100 acres of rolling land used for grazing and ranching. Other existing land uses include a golf course, clubhouse, and open space. As a condition of approval for the golf course, development rights on 875 acres of land were dedicated to the County in 1998. These lands will be retained in permanent Open Space.

a. Purpose and Primary Issues. The striking natural beauty of the Roddy Ranch area, along with its large size and single ownership, represent both a significant opportunity and a substantial challenge. Roddy Ranch provides Antioch with the opportunity to establish a unique high-end, recreation-oriented planned community. Because of the site's natural setting and relative isolation, it should be possible to create an "exclusive" community identity for Roddy Ranch, which is the intent of the General Plan. Consistent with Policy 4.3.2f, through 2020, development within Roddy Ranch that is outside of the Voter-Approved Urban Limit Line as it was approved by the voters of the City may be limited to uses consistent with the General Plan.

Key issues in the development of Roddy Ranch will be preservation of natural open space areas, financing the development of new infrastructure to serve the site, and managing project-related traffic. Roddy Ranch is currently devoid of the services needed to support urban and suburban development of the type envisioned in the long-term for this Focus Area. Water, sewer, drainage, and other utility systems will need to be developed essentially "from scratch." Roddy Ranch most likely will not generate sufficient students to support its own elementary, middle or high schools.

Currently, two-lane rural roads serve Roddy Ranch. Development of this Focus Area will require not only the development of an extensive on-site roadway system, but also widening of off-site roadways within existing developed and undeveloped areas.

b. Policy Direction. As noted in Land Use Element Policy 4.3.2, the General Plan recognizes the Voter-Approved Urban Limit Line as a means of phasing urban and suburban development preserving open space, and maintaining a compact urban form.

It is the intent of the Antioch General Plan that Roddy Ranch be developed as a master planned enclave nestled in the rolling hills south of the present City of Antioch. The visual character of Roddy Ranch should be defined principally by suburban density residential development clustered within natural and

recreational open spaces, along with the preservation of the steeper natural hillsides and the canyon bottoms containing riparian resources within the site. The existing golf course, as a major recreational amenity, should be the central focus of the planned community.

The following policies shall guide development of the Roddy Ranch Focus Area, pursuant to the Voter-Approved Urban Limit Line provisions of Policy 4.3.2f.

- a. Prior to approvals of any development applications, a Final Development Plan for the Roddy Ranch Focus Area is to be prepared and approved. Such Final Development Plan shall provide detailed guidance for project-related land use, provision and financing of required public services and facilities, open space preservation, community design, recreational amenities, and community improvements. Development within the Roddy Ranch shall be predicated upon extension of infrastructure from the north through the Sand Creek Focus Area.
- b. Residential development within Roddy Ranch shall not exceed a maximum of 700 dwelling units within the portion of Roddy Ranch located generally on lands not committed to open space and having steep slopes or significant environmental constraints, which lands shall not exceed 500 acres within the Voter-Approved Urban Limit Line (6-9 persons per developable acre on average) consistent with Policy 4.3.2f. Of these 700 units, all or substantially all shall be Estate

- Residential and the balance shall be Multi-Family Attached residential product types (as defined in Table 4.A) in a resort-style setting.
- c. Residential neighborhoods within Roddy Ranch should be designed to provide high quality housing attractive to a broad spectrum of buyers, including upper end housing that provides "move-up" opportunities for local residents. Multifamily, for-rent housing should be limited to a central "town center" location within the site, adjacent to commercial uses and along the golf course.
 - d. Residential development should incorporate residential village themes, providing identifiable neighborhood areas within the planned community. The identity of individual neighborhoods should be reinforced with differing architectural styles and location within the community.
 - e. Commercial uses within Roddy Ranch are intended to serve local neighborhood needs (e.g., supermarket, drug store, and personal services), and are to be limited to that which can be supported by residential and recreational uses within Roddy Ranch (10 to 20 acres, approximately 100,000 to 225,000 square feet of gross leasable area).
 - f. Visitor-serving commercial uses (e.g., hotel and restaurants) may also be developed within Roddy Ranch. Such visitor-serving uses would be oriented toward the golf course. The hotel may include a maximum of 250 rooms with ancillary retail, conference, restaurant, and recreational uses. Visitor-serving commercial uses may occupy a total of 20 acres at a maximum building intensity of 0.50.
 - g. Primary access to Roddy Ranch is to be from both Deer Valley Road and Empire Mine Road, with secondary connections to Balfour Road and Sand Creek Road.
 - h. Development of an appropriate level of pedestrian and bicycle circulation throughout the community is to be provided, including pathways connecting each residential neighborhood, as well as non-residential and recreational components of the community. Roddy Ranch development should also provide recreational trail systems for jogging and bicycling, including areas for hiking and mountain biking.
 - i. Development of the Roddy Ranch shall provide such on- and off-site road improvements on City of Antioch streets as to ensure that applicable performance standards set forth in the Growth Management Element are met.
 - j. Public services and facilities, including needed on site and off site facilities, shall be provided and financed by the project as needed to meet the public services performance standards set forth in the Growth Management Element for each increment of project development.
 - k. Performance standards for emergency response services (police and fire) are to be met at the time the first increment of development is occupied and for each subsequent increment of development.
 - l. Project development shall provide full mitigation of impacts on school facilities to affected school districts.
 - m. The timing of new development shall be correlated with the installation of water, sewer, electrical, and natural gas utility systems, provision of municipal services (including emergency services), and project open space and amenities with land development in a manner that is economically feasible and that ensures adequate service to uses within the site starting with the time the first increment of development is occupied.
 - n. Project entry, streetscape, and landscape design elements are to be designed to create and maintain a strong identification of Roddy Ranch as an identifiable "community."
 - o. Development of an attractive, but natural-appearing landscape is to be provided with groves of trees, earth tone wall colors, and drifts of flowering shrub materials.
 - p. A central open space area, which may include the golf course, is to be provided to serve as the dominant visual feature of

the Roddy Ranch, as well as to provide recreational opportunities.

- q. Because of the sensitivity of the habitat areas within the Roddy Ranch Focus Area, preparation and approval of a Resource Management Plan to provide for mitigation of biological resources impacts, as well as for the long-term management of natural open space, shall be required prior to development of the Roddy Ranch Focus Area. The Resource Management Plan shall provide for appropriate habitat linkages consistent with General Plan policies and Resource Management Plan provisions for the Sand Creek Focus Area.

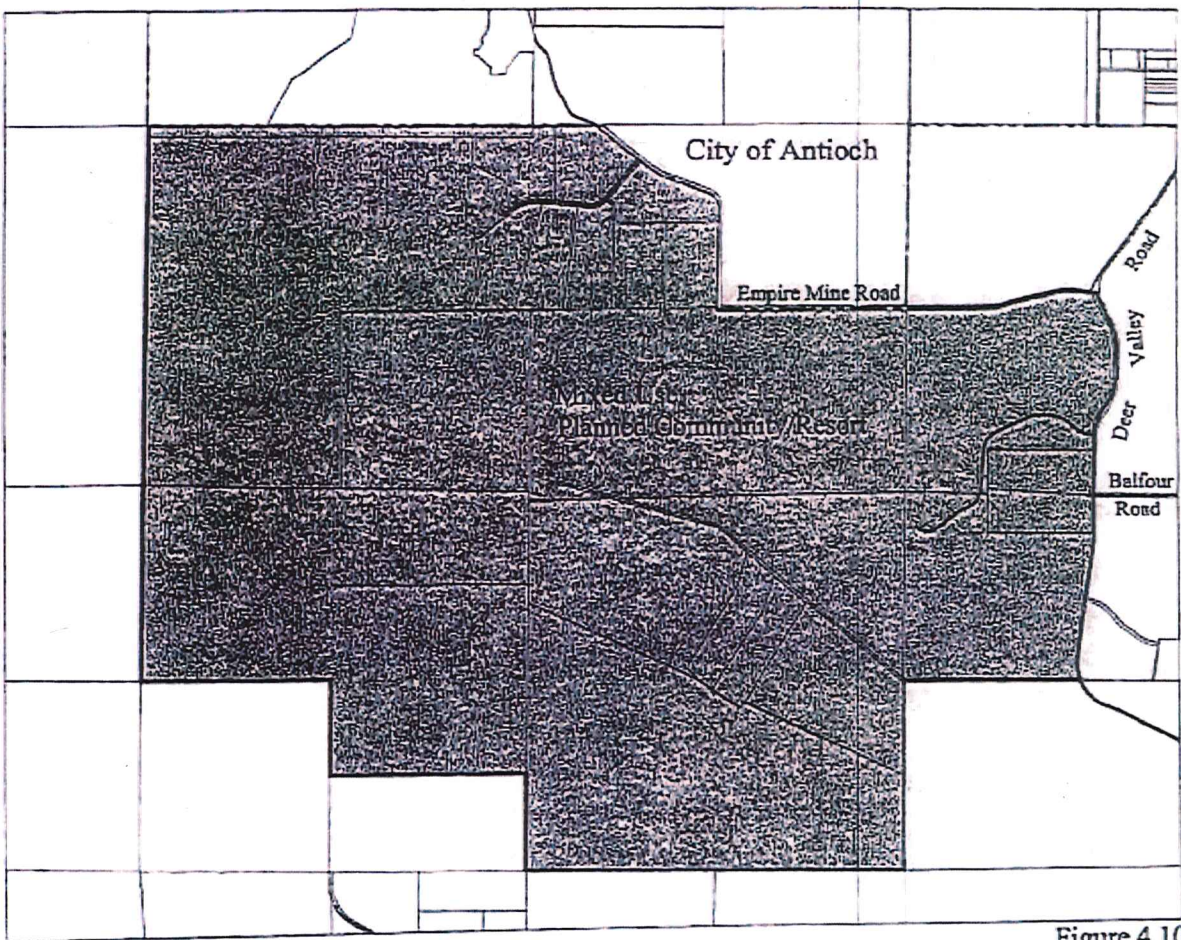
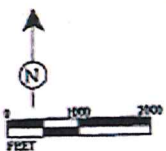


Figure 4.10

Roddy Ranch Focus Area



----- ANTIOCH CITY LIMITS

4.4.6.10 Ginochio Property. The Ginochio Property is located in the southerly portion of the General Plan study area, within unincorporated territory (Figure 4.11). This Focus Area encompasses nearly 1,070 acres of rolling lands and canyon areas. The site is currently vacant. A portion of Ginochio Property is located within the Voter-Adopted Urban Limit Line (Figure 4.12).

a. Purpose and Primary Issues. The Ginochio Property presents Antioch with similar opportunities and challenges, as does Roddy Ranch. Within the Ginochio Property is the opportunity to establish a high-end planned community, which is the intent of the General Plan.

Key issues in the development of the Ginochio Property will be preservation of natural open space areas, financing the development of new infrastructure to serve the site, and managing project-related traffic. Water, sewer, drainage, and other utility systems will need to be developed essentially "from scratch" to support long-term suburban development of the Ginochio Property. If family-oriented housing is development, new school facilities will be needed; however, development of the Ginochio Property might not support development of its own new schools, necessitating students to travel to distant locations for school. As was the case for Roddy Ranch, the Ginochio Property is served by winding two-lane rural roads, which will require substantial widening along with development of an extensive on-site roadway system.

b. Policy Direction. Urban development within the Ginochio Property is limited to property within the Voter-Approved Urban Limit Line as a means of phasing urban and suburban development preserving open space, and maintaining a compact urban form. Thus, the policy direction that follows is predicated on compliance with the provisions of Policy 4.3.2f.

It is the intent of the Antioch General Plan that the Ginochio Property be developed as a master planned enclave nestled in the rolling hills south of the present City of Antioch. The visual character of the Ginochio Property should be defined principally by suburban density residential development within the northerly portion of the Focus Area, and

preservation of large, unbroken blocks of open space in the southern portion of the site. A major recreational amenity should be developed as the central focus of the planned community.

The following policies shall guide development of the Ginochio Property, pursuant to the Urban Limit Line provisions of Policy 4.3.2.

- a. Prior to approvals of any development applications, a Final Development Plan for the Ginochio Property Focus Area is to be prepared and approved. Such Final Development Plan shall provide detailed guidance for project-related land use, provision and financing of required public services and facilities, open space preservation, community design, recreational amenities, and community improvements.
- b. While it is in force, development shall be consistent with the City's boundary agreement with the City of Brentwood.
- c. Residential development within the Ginochio Property shall not exceed a maximum of 2.0 dwelling units per developable acre (6 persons per developable acre) with the permitted development area set forth in Policy 4.3.2f, and shall include a range of Single-Family Detached and Multi-Family Attached residential product types (as defined in Table 4.A) in a resort-style development within the northern portion of the site. Large Lot Residential development consisting of custom home sites on five and ten acre parcels is appropriate, provided that the maximum density is not exceeded. Senior, age-restricted residential development is anticipated to be an important component of the Ginochio Property's residential development. For purposes of determining density within the Ginochio Property focus area, a "developable acre" shall be defined as lands not committed to open space and having steep slopes or other significant environmental constraints. These lands will be mapped in the Final Development Plan. Development may occur on lands with steep slopes at a maximum density of one dwelling unit per 10 acres (1 du/10ac). The mapping of

- such lands will occur as part of the Final Development Plan.
- d. Residential neighborhoods within the Ginochio Property should be designed to provide high quality housing attractive to a broad spectrum of families and retirees, including upper end housing that provides "move-up" opportunities for local residents. Multifamily, for-rent housing should be limited to a central "town center" location within the site, adjacent to commercial uses.
 - e. Residential development should incorporate residential village themes, providing identifiable neighborhood areas within the planned community. The identity of individual neighborhoods should be reinforced with differing architectural styles and location within the community.
 - f. Primary access to the Ginochio Property is to be from an extension of Hillcrest Avenue, with secondary connections to Balfour Road and Sand Creek Road.
 - g. Development of an appropriate level of pedestrian and bicycle circulation throughout the community is to be provided, including pathways connecting each residential neighborhood, as well as non-residential and recreational components of the community. Development of the Ginochio Property should also provide recreational trail systems for jogging and bicycling, including areas for hiking and mountain biking.
 - h. Along with the development of on-site roadways required to meet the applicable Growth management Element performance standards, new development shall provide the off-site road improvements to City Antioch needed to meet applicable performance standards for each increment of project development.
 - i. Public services and facilities, including needed on site and off site facilities, shall be provided and financed by the project as needed to meet the public services performance standards set forth in the Growth Management Element for each increment of project development.
 - j. Performance standards for emergency response services (police and fire) are to be met at the time the first increment of development is occupied and for each subsequent increment of development.
 - k. Project development shall provide full mitigation of impacts on school facilities to the Brentwood Elementary School District and the Liberty Union High School District.
 - l. The timing of new development shall be correlated with the installation of water, sewer, electrical, and natural gas utility systems, provision of municipal services (including emergency services), and project open space and amenities with land development in a manner that is economically feasible and that ensures adequate service to uses within the site starting with the time the first increment of development is occupied.
 - m. Project entry, streetscape, and landscape design elements are to be designed to create and maintain a strong identification of the Ginochio Property as an identifiable "community."
 - n. Development of a natural-appearing style of landscaping is to be provided with groves of trees, earth tone wall colors, and drifts of flowering shrub materials.
 - o. A central open space area, which may include a golf course, is to be provided to serve as the dominant visual feature of the Ginochio Property, as well as to provide active or recreational opportunities.
 - p. Because of the sensitivity of the habitat areas within the Ginochio Property Focus Area, preparation and approval of a Resource Management Plan to provide for mitigation of biological resources impacts, as well as for the long-term management of natural open space, shall be required prior to development of the Ginochio Property Focus Area. The Resource Management Plan shall provide for appropriate habitat linkages consistent with General Plan policies and Resource Management Plan provisions for the Sand Creek Focus Area.

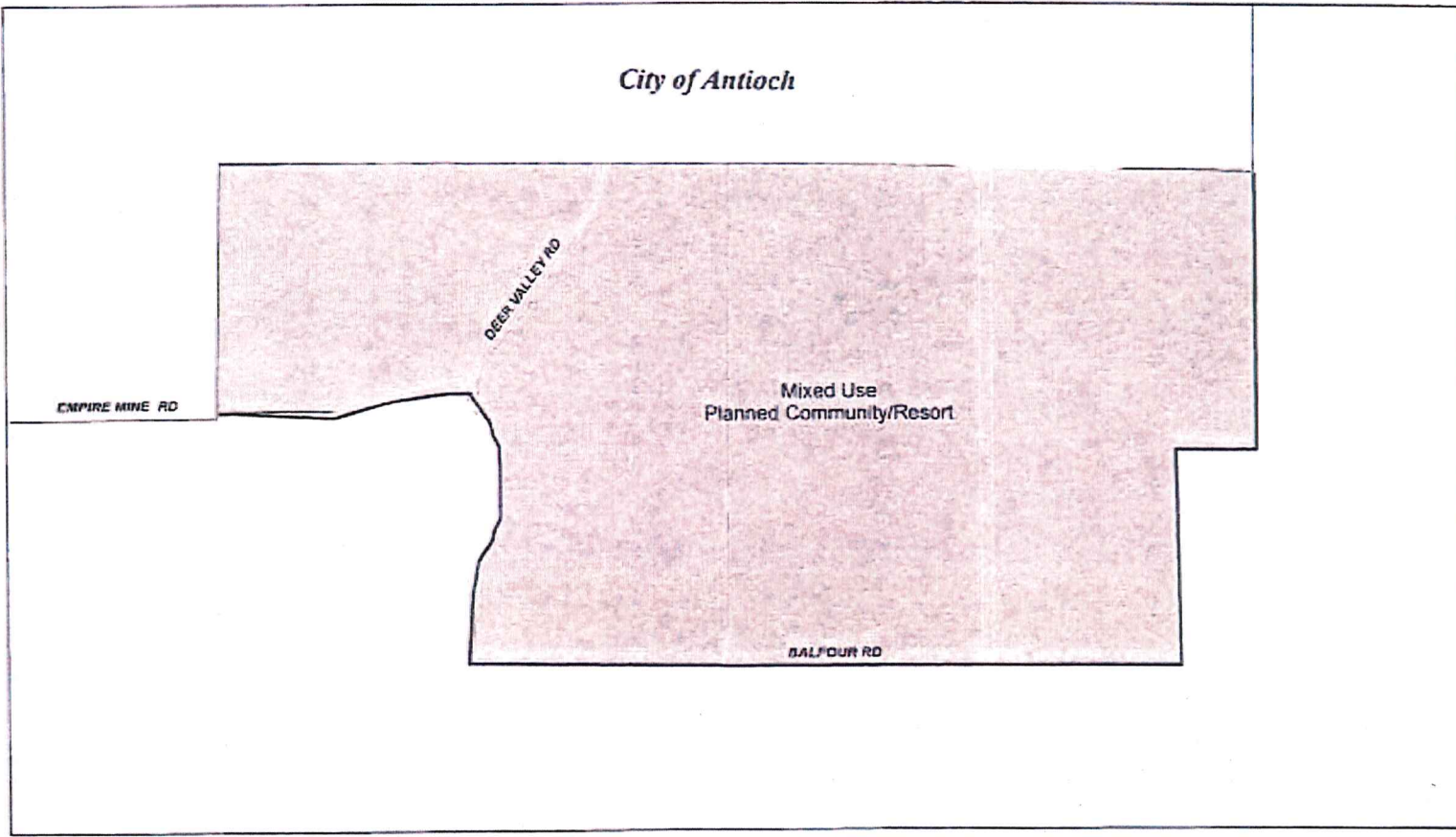
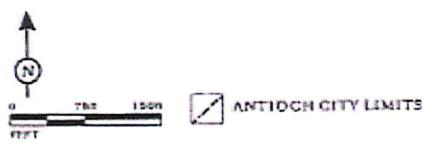


FIGURE 4.11

LSA



City of Antioch
General Plan
Ginochio Focus Area

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A72

4.4.7. Voter-Approved Urban Limit Line.

Pursuant to the City of Antioch Growth Control, Traffic Relief, Voter-Approved Urban Limit Line, and Roddy Ranch Development Reduction Initiative, the voters amended the General Plan to establish the urban limit line as shown on Figure 4.12. This Voter-Approved Urban Limit Line establishes a line through the Roddy Ranch and Ginochio Property Focus Areas beyond which the

General Plan land use designations cannot be amended to allow uses other than open space uses. Until December 31, 2020, the location of the Voter-Approved Urban Limit Line may be amended only by the voters of the City. The City shall oppose any annexation to the City of any land outside of the Voter-Approved Urban Limit Line.

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RESOLUTION NO. 2018/15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE LAND USE ELEMENT OF THE GENERAL PLAN**

WHEREAS, the City of Antioch initiated an amendment to the Land Use Element of the General Plan in 2015; and,

WHEREAS, an Addendum to the 2003 General Plan Environmental Impact Report (EIR) has been prepared finding that the amendment would not generate any new or significant environmental impacts; 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 update the document to reflect past actions and to provide internal consistency; and,

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

WHEREAS, on November 1, 2017, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and recommended approval of the EIR Addendum to the City Council; and,

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

WHEREAS, on November 28, 2017, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and approved the EIR Addendum; and

WHEREAS, on December 12, 2017, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary; and

WHEREAS, on January 23, 2018, the City Council duly held a public meeting on the matter, and considered evidence, both oral and documentary and approved the EIR Addendum.

NOW THEREFORE BE IT RESOLVED, that the City Council makes the following findings required for approval of the proposed General Plan Amendment:

1. The proposed project conforms to the provisions and standards of the General Plan in that the proposed amendment will improve internal consistency within the Land Use Element and will 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,

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RESOLUTION NO. 2018/15

January 23, 2018

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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 will improve the internal consistency of the Land Use Element; and,
4. The proposed project will not cause environmental damage in that an Addendum to the 2003 General Plan EIR was prepared, which concluded that the project does not result in any significant or unavoidable impacts; 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.

BE IT FURTHER RESOLVED that the City Council does hereby **APPROVE** the Amendment to the Land Use Element of the General Plan.

* * * * *

I HEREBY CERTIFY that the foregoing approval was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 23rd day of January, 2018 by following vote:

AYES: Council Members Wilson, Thorpe, Tiscareno, Ogorchock and Mayor Wright

NOES: None

ABSENT: None

ABSTAIN: None



ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

A76

RESOLUTION NO. 2018/19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A GENERAL PLAN AMENDMENT AMENDING THE LAND USE
DESIGNATION FOR THE WILDFLOWER STATION PROJECT FROM
NEIGHBORHOOD COMMUNITY COMMERCIAL TO MIXED-USE**

WHEREAS, the City received an application from DeNova Homes for approval of a General Plan Amendment, Planned Development Rezone, Final Development Plan with Design Review, Use Permit, and a Vesting Tentative Map, to subdivide an approximately 23.03 acre undeveloped parcel to construct: nine new commercial buildings totaling 89,422 square feet, four residential condominium buildings to accommodate 98 units, and 22 new single family homes with new infrastructure, parking, detention basins, lighting, and landscaping (PD-16-03, GP-16-01, PW-460-4, UP-16-08, AR-16-04). The Project is located north section of the intersection at Wildflower Drive and Hillcrest Avenue (APN 051-140-002); and,

WHEREAS, a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15170, and considered by the City Council on February 13, 2018; 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 proposal to allow for commercial, single family, and high density residential development promotes the City's ability to provide diverse housing types in close proximity to commercial developments and transit and is consistent with several General Plan policies to reduce automobile dependence, decrease traffic trips, and smart growth principals that would not be achieved through the current Neighborhood Commercial designation; and,

WHEREAS, the project site is adjacent to similar residential and commercial uses and has been designed pursuant to City hillside development policies; and,

WHEREAS, the proposed project site is of adequate size to accommodate the proposed mixed-uses; and,

WHEREAS, the proposed project will provide adequate infrastructure to accommodate the proposed development; and,

WHEREAS, on January 17, 2018, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and

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RESOLUTION NO. 2018/19

February 13, 2018

Page 2

documentary and recommended adoption of the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program to the City Council and recommended approval of the General Plan amendment; and,

WHEREAS, on February 13, 2018 the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and adopted the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and,

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

NOW THEREFORE BE IT RESOLVED, that the City Council makes the following findings required for approval of the proposed 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 Wildflower Station Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program which concluded that the project does not result in any significant or unavoidable impacts; 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.

BE IT FURTHER RESOLVED that the City Council does hereby **APPROVE** the General Plan Land Use Map Amendment (GP-16-01) re-designating the project site (APN 051-140-002) from Neighborhood Community Commercial (NC) to the Mixed Use (MU) designation.

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RESOLUTION NO. 2018/19

February 13, 2018

Page 3

* * * * *

I HEREBY CERTIFY that the foregoing approval was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 13th day of February, 2018 by following vote:

AYES: Council Members Wilson and Ogorchock, and Mayor Pro Tem Thorpe

NOES: Council Member Tiscareno

RECUSED: Mayor Wright

ABSENT: None

ABSTAIN: None



ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

A79

(CCR Title 25 §6202)

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Housing Development Applications Submitted

28

Please Start Here

| General Information | |
|-------------------------|--|
| Jurisdiction Name | Antioch |
| Reporting Calendar Year | 2018 |
| Contact Information | |
| First Name | Alexis |
| Last Name | Morris |
| Title | Planning Manager |
| Email | amorris@ci.antioch.ca.us |
| Phone | (925) 779-7035 |
| Mailing Address | |
| Street Address | 200 H St. |
| City | Antioch |
| Zipcode | 94509 |

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400.

There are two options for submitting APRs:

1. Online Annual Progress Reporting System (Preferred) - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

v1_29_19

AS2

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
25 §6202)

| | |
|----------------|-------------------------|
| Jurisdiction | Antioch |
| Reporting Year | 2018 (Jan. 1 - Dec. 31) |

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | | | | | |
|-------------------------------------|-------------|----------------|---|---------------------------------|--|-------------------------|--|-------------------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|-----------------------|---------------------------|--------------------------------|
| 1 | | | | | 2 | 3 | 4 | | | | | | | 5 | 6 |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Entitlement Date Approved | # of Units issued Entitlements |
| Summary Row: Start Data Entry Below | | | | | | | | 2 | | | | | | 192 | 194 |
| | 052042044 | | 3901-1/2 HILLCREST / Turner, David/DC Gen | B1709-0241 | ADU | R | | | | | | | | | |
| | 071072015 | | 10 WORRELL RD GRUPE HOMES | B1801-0001 | 5+ | R | | | | | | | | | |
| | 053780014 | | 5513 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0046 | SFD | O | | | | | | | | | |
| | 053780015 | | 5517 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0047 | SFD | O | | | | | | | | | |
| | 053780016 | | 5521 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0048 | SFD | O | | | | | | | | | |
| | 053780017 | | 5525 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0049 | SFD | O | | | | | | | | | |
| | 053780030 | | 5520 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0050 | SFD | O | | | | | | | | | |
| | 053780031 | | 5516 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0051 | SFD | O | | | | | | | | | |
| | 053780032 | | 5512 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0052 | SFD | O | | | | | | | | | |
| | 053780033 | | 5508 MOUNTAIN RIDGE DAVIDON HOMES | B1802-0053 | SFD | O | | | | | | | | | |
| | 053780049 | | 5497 PINNACLE VIEW DAVIDON HOMES | B1802-0054 | SFD | O | | | | | | | | | |
| | 053780050 | | 5501 PINNACLE VIEW DAVIDON HOMES | B1802-0055 | SFD | O | | | | | | | | | |
| | 053780051 | | 5505 PINNACLE VIEW DAVIDON HOMES | B1802-0056 | SFD | O | | | | | | | | | |
| | 053780052 | | 5509 PINNACLE VIEW DAVIDON HOMES | B1802-0057 | SFD | O | | | | | | | | | |
| | 053780053 | | 5513 PINNACLE VIEW DAVIDON HOMES | B1802-0058 | SFD | O | | | | | | | | | |
| | 053780018 | | 5529 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0074 | SFD | O | | | | | | | | | |
| | 053780019 | | 5533 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0075 | SFD | O | | | | | | | | | |
| | 053780020 | | 5537 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0076 | SFD | O | | | | | | | | | |
| | 053780021 | | 5541 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0077 | SFD | O | | | | | | | | | |
| | 053780022 | | 5545 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0078 | SFD | O | | | | | | | | | |
| | 053780024 | | 5553 MOUNTAIN LAKE DAVIDON HOMES | B1805-0079 | SFD | O | | | | | | | | | |
| | 053780025 | | 5549 MOUNTAIN LAKE DAVIDON HOMES | B1805-0080 | SFD | O | | | | | | | | | |
| | 053780026 | | 5545 MOUNTAIN LAKE DAVIDON HOMES | B1805-0081 | SFD | O | | | | | | | | | |
| | 053780027 | | 5532 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0082 | SFD | O | | | | | | | | | |
| | 053780028 | | 5528 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0083 | SFD | O | | | | | | | | | |
| | 053780029 | | 5524 MOUNTAIN RIDGE DAVIDON HOMES | B1805-0084 | SFD | O | | | | | | | | | |
| | 053780054 | | 5517 PINNACLE VIEW DAVIDON HOMES | B1805-0085 | SFD | O | | | | | | | | | |
| | 053780055 | | 5521 PINNACLE VIEW DAVIDON HOMES | B1805-0086 | SFD | O | | | | | | | | | |
| | 065102047 | | 326 NASH AVE PAULSON, DONALD | B1806-0093 | MH | O | | | | | | | | | |
| | 072101001 | | 4014 BOULDER DR #E AFZAL, ADEEL | B1806-0099 | ADU | R | | | | | | | | | |
| | 053780023 | | 5547 MOUNTAIN RIDGE DAVIDON HOMES | B1806-0131 | SFD | O | | | | 1 | | | | | 1 |
| | 053790001 | | 5549 MOUNTAIN RIDGE DAVIDON HOMES | B1806-0132 | SFD | O | | | | | | | | | |
| | 053790002 | | 5551 MOUNTAIN RIDGE DAVIDON HOMES | B1806-0133 | SFD | O | | | | | | | | | |
| | 053790003 | | 5553 MOUNTAIN RIDGE DAVIDON HOMES | B1806-0134 | SFD | O | | | | | | | | | |
| | 053790004 | | 5555 MOUNTAIN RIDGE DAVIDON HOMES | B1806-0135 | SFD | O | | | | | | | | | |
| | 053790005 | | 5557 MOUNTAIN RIDGE DAVIDON HOMES | B1806-0136 | SFD | O | | | | | | | | | |

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| | | |
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| Jurisdiction | Antioch | |
| Reporting Year | 2018 | (Jan. 1 - Dec. 31) |

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | | | | | | |
|--------------------|-------------|---------------------|-------------------|---------------------------------|--|-------------------------|--|-------------------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|-----------------------|---------------------------|--------------------------------|---|
| 1 | | | | | 2 | 3 | 4 | | | | | | | | 5 | 6 |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Entitlement Date Approved | # of Units issued Entitlements | |
| | 053790006 | 5559 MOUNTAIN RIDGE | DAVIDON HOMES | B1806-0137 | SFD | O | | | | | | | | | | |
| | 053790007 | 5552 MOUNTAIN RIDGE | DAVIDON HOMES | B1806-0138 | SFD | O | | | | | | | | | | |
| | 053790008 | 5550 MOUNTAIN RIDGE | DAVIDON HOMES | B1806-0139 | SFD | O | | | | | | | | | | |
| | 053790009 | 5548 MOUNTAIN RIDGE | DAVIDON HOMES | B1806-0140 | SFD | O | | | | | | | | | | |
| | 053790010 | 5546 MOUNTAIN RIDGE | DAVIDON HOMES | B1806-0141 | SFD | O | | | | | | | | | | |
| | 053790011 | 5544 MOUNTAIN RIDGE | DAVIDON HOMES | B1806-0142 | SFD | O | | | | | | | | | | |
| | 053780056 | 5526 MOUNTAIN LAKE | DAVIDON HOMES | B1809-0178 | SFD | O | | | | | | | | | | |
| | 053780057 | 5522 PINNACLE VIEW | DAVIDON HOMES | B1809-0179 | SFD | O | | | | | | | | | | |
| | 053780058 | 5518 PINNACLE VIEW | DAVIDON HOMES | B1809-0180 | SFD | O | | | | | | | | | | |
| | 053780059 | 5514 PINNACLE VIEW | DAVIDON HOMES | B1809-0181 | SFD | O | | | | | | | | | | |
| | 053790012 | 5560 VENTRY WAY | DAVIDON HOMES | B1809-0182 | SFD | O | | | | | | | | | | |
| | 053790013 | 5556 VENTRY WAY | DAVIDON HOMES | B1809-0183 | SFD | O | | | | | | | | | | |
| | 053790014 | 5552 VENTRY WAY | DAVIDON HOMES | B1809-0184 | SFD | O | | | | | | | | | | |
| | 053790015 | 5548 VENTRY WAY | DAVIDON HOMES | B1809-0185 | SFD | O | | | | | | | | | | |
| | 053790016 | 5544 VENTRY WAY | DAVIDON HOMES | B1809-0186 | SFD | O | | | | | | | | | | |
| | 053790017 | 5561 VENTRY WAY | DAVIDON HOMES | B1809-0187 | SFD | O | | | | | | | | | | |
| | 053790018 | 5557 VENTRY WAY | DAVIDON HOMES | B1809-0188 | SFD | O | | | | | | | | | | |
| | 053790019 | 5553 VENTRY WAY | DAVIDON HOMES | B1809-0189 | SFD | O | | | | | | | | | | |
| | | 5401 MAZANT LOOP | MERITAGE HOMES (| B1810-0165 | SFD | O | | | | | | | | | | |
| | | 5409 MAZANT LOOP | MERITAGE HOMES (| B1810-0166 | SFD | O | | | | | | | | | | |
| | | 5460 GALLIER LOOP | MERITAGE HOMES (| B1810-0167 | SFD | O | | | | | | | | | | |
| | | 5464 GALLIER LOOP | MERITAGE HOMES (| B1810-0168 | SFD | O | | | | | | | | | | |
| | 056480014 | 5412 MAZANT LOOP | MERITAGE HOMES (| B1811-0166 | SFD | O | | | | | | | | | | |
| | 056480015 | 5408 MAZANT LOOP | MERITAGE HOMES (| B1811-0167 | SFD | O | | | | | | | | | | |
| | 056480016 | 5397 MAZANT LOOP | MERITAGE HOMES (| B1811-0168 | SFD | O | | | | | | | | | | |
| | 056480018 | 5405 MAZANT LOOP | MERITAGE HOMES (| B1811-0169 | SFD | O | | | | | | | | | | |
| | 056480020 | 5413 MAZANT LOOP | MERITAGE HOMES (| B1811-0170 | SFD | O | | | | | | | | | | |
| | 056480021 | 5417 MAZANT LOOP | MERITAGE HOMES (| B1811-0171 | SFD | O | | | | | | | | | | |
| | 072011062 | 3701 TABORA DR | SATELLITE, HOUSIN | B1603-0193 | | | | | | | | | | | | |
| | | | | | 5+ | R | | | | | | | | | | |
| | 053780001 | 5461 PINNACLE VIEW | DAVIDON, HOMES | B1705-0180 | SFD | O | | | | | | | | | | |
| | 053780002 | 5465 MOUNTAIN RIDGE | DAVIDON, HOMES | B1705-0181 | SFD | O | | | | | | | | | | |
| | 053780003 | 5469 MOUNTAIN RIDGE | DAVIDON, HOMES | B1705-0182 | SFD | O | | | | | | | | | | |

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| Jurisdiction | Antioch |
| Reporting Year | 2018 (Jan. 1 - Dec. 31) |

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | | | | | |
|--------------------|-------------|--------------------------------------|---------------|---------------------------------|--|-------------------------|--|-------------------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|-----------------------|---------------------------|--------------------------------|
| 1 | | | | | 2 | 3 | 4 | | | | | | 5 | 6 | |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Entitlement Date Approved | # of Units issued Entitlements |
| | 053780004 | 5473 MOUNTAIN RIDGE DAVIDON, HOMES | | B1705-0183 | SFD | O | | | | | | | | | |
| | 053780005 | 5477 MOUNTAIN RIDGE DAVIDON HOMES | | B1705-0184 | SFD | O | | | | | | | | | |
| | 053780006 | 5481 MOUNTAIN RIDGE DAVIDON, HOMES | | B1705-0185 | SFD | O | | | | | | | | | |
| | 053780007 | 5485 MOUNTAIN RIDGE DAVIDON, HOMES | | B1705-0186 | SFD | O | | | | | | | | | |
| | 053780008 | 5489 MOUNTAIN RIDGE DAVIDON, HOMES | | B1705-0187 | SFD | O | | | | | | | | | |
| | 053780082 | 5472 PINNACLE VIEW DAVIDON, HOMES | | B1705-0188 | SFD | O | | | | | | | | | |
| | 053780083 | 5468 PINNACLE VIEW DAVIDON, HOMES | | B1705-0189 | SFD | O | | | | | | | | | |
| | 053780084 | 5464 PINNACLE VIEW DAVIDON HOMES | | B1705-0190 | SFD | O | | | | | | | | | |
| | 053780085 | 5460 MOUNTAIN RIDGE DAVIDON HOMES | | B1705-0191 | SFD | O | | | | | | | | | |
| | 053780086 | 5456 MOUNTAIN RIDGE DAVIDON, HOMES | | B1705-0192 | SFD | O | | | | | | | | | |
| | 068163023 | 2808 LINCOLN LN #1/2 BAHENA, ALFONSO | | B1708-0086 | ADU | R | | | | | | | | | |
| | 053780009 | 5493 MOUNTAIN RIDGE DAVIDON, HOMES | | B1709-0073 | SFD | O | | | | | | | | | |
| | 053780010 | 5497 MOUNTAIN RIDGE DAVIDON HOMES | | B1709-0074 | SFD | O | | | | | | | | | |
| | 053780038 | 5488 MOUNTAIN RIDGE DAVIDON HOMES | | B1709-0075 | SFD | O | | | | | | | | | |
| | 053780039 | 5484 MOUNTAIN RIDGE DAVIDON, HOMES | | B1709-0076 | SFD | O | | | | | | | | | |
| | 053780040 | 5480 MOUNTAIN RIDGE DAVIDON, HOMES | | B1709-0077 | SFD | O | | | | | | | | | |
| | 053780041 | 5476 MOUNTAIN RIDGE DAVIDON HOMES | | B1709-0078 | SFD | O | | | | | | | | | |
| | 053780042 | 5472 MOUNTAIN RIDGE DAVIDON HOMES | | B1709-0079 | SFD | O | | | | | | | | | |
| | 053780043 | 5473 PINNACLE VIEW DAVIDON HOMES | | B1709-0080 | SFD | O | | | | | | | | | |
| | 053780044 | 5477 PINNACLE VIEW DAVIDON, HOMES | | B1709-0081 | SFD | O | | | | | | | | | |
| | 053780045 | 5481 PINNACLE VIEW DAVIDON, HOMES | | B1709-0082 | SFD | O | | | | | | | | | |
| | 053780079 | 5484 PINNACLE VIEW DAVIDON, HOMES | | B1709-0083 | SFD | O | | | | | | | | | |
| | 053780080 | 5480 PINNACLE VIEW DAVIDON, HOMES | | B1709-0084 | SFD | O | | | | | | | | | |
| | 053780081 | 5476 PINNACLE VIEW DAVIDON, HOMES | | B1709-0085 | SFD | O | | | | | | | | | |
| | 053780011 | 5501 MOUNTAIN RIDGE DAVIDON, HOMES | | B1710-0175 | SFD | O | | | | | | | | | |
| | 053780012 | 5505 MOUNTAIN RIDGE DAVIDON, HOMES | | B1710-0176 | SFD | O | | | | | | | | | |
| | 053780013 | 5509 MOUNTAIN RIDGE DAVIDON, HOMES | | B1710-0177 | SFD | O | | | | | | | | | |
| | 053780035 | 5500 MOUNTAIN RIDGE DAVIDON, HOMES | | B1710-0179 | SFD | O | | | | | | | | | |
| | 053780036 | 5496 MOUNTAIN RIDGE DAVIDON, HOMES | | B1710-0180 | SFD | O | | | | | | | | | |
| | 053780037 | 5492 MOUNTAIN RIDGE DAVIDON, HOMES | | B1710-0181 | SFD | O | | | | | | | | | |
| | 053780046 | 5485 PINNACLE VIEW DAVIDON, HOMES | | B1710-0182 | SFD | O | | | | | | | | | |
| | 053780047 | 5489 PINNACLE VIEW DAVIDON, HOMES | | B1710-0183 | SFD | O | | | | | | | | | |
| | 053780076 | 5496 PINNACLE VIEW DAVIDON, HOMES | | B1710-0185 | SFD | O | | | | | | | | | |
| | 053780078 | 5488 PINNACLE VIEW DAVIDON, HOMES | | B1710-0187 | SFD | O | | | | | | | | | |

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| Jurisdiction | Antioch | |
| Reporting Year | 2018 | (Jan. 1 - Dec. 31) |

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | | | | | |
|--------------------|-------------|------------------------------------|----------------------------|---------------------------------|---|-------------------------|--|-------------------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|-----------------------|---------------------------|--------------------------------|
| 1 | | | | | 2 | 3 | 4 | | | | | | | 5 | 6 |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Unit Category (SFA,SFD,2 to 4,5+ (ADU,MH) | Tenure R=Renter O=Owner | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Entitlement Date Approved | # of Units issued Entitlements |
| | 053780034 | 5504 MOUNTAIN RIDGE DAVIDON, HOMES | B1712-0069 | | SFD | O | | | | | | | | | |
| | 53780048 | 5493 PINNACLE VIEW DAVIDON HOMES | B1712-0070 | | SFD | O | | | | | | | | | |
| | 053780077 | 5492 PINNACLE VIEW DAVIDON, HOMES | B1712-0071 | | SFD | O | | | | | | | | | |
| | 56130012 | PREWETT RANCH & COCHICO DRIVE | QUAIL COVE | PD-15-02 | SFD | O | | | | | | | 32 | 10/9/2018 | 32 |
| | 89160010 | COUNTRYSIDE WAY; TORGENSEN CT | BLACK DIAMOND RANCH UNIT 4 | PD-16-01 | SFD | O | | | | | | | 9 | 7/24/2018 | 9 |
| | 51430001 | HONEYNUT ST | OAKLEY KNOLLS | PD-15-01 | SFD | O | | | | | | | 31 | 4/10/2018 | 31 |
| | 53140002 | WILDFLOWER & DAVISON | WILDFLOWER STATION | PD-16-03 | SFD | O | | | | | | | 22 | 2/13/2018 | 22 |
| | 53140002 | WILDFLOWER & DAVISON | WILDFLOWER STATION | PD-16-03 | 5+ | O | | | | | | | 98 | 2/13/2018 | 98 |
| | 68154011 | 2738 ROOSEVELT LN | | AUP-18-20 | ADU | | | | 1 | | | | | | 1 |

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| Affordability by Household Incomes - Building Permits | | | | | | | | |
|---|---|-----------------------------------|---------------------------------------|--|--|------------------------------|--|---------------------------------------|
| 7 | | | | | | | 8 | 9 |
| Very Low- Income Deed Restricted | Very Low- Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Building Permits <u>Date Issued</u> | # of Units Issued Building Permits |
| | | | | | | 1 | 7/31/2018 | 1 |
| | | | | | | 1 | 7/31/2018 | 1 |
| | | | | | | 1 | 7/31/2018 | 1 |
| | | | | | | 1 | 7/31/2018 | 1 |
| | | | | | | 1 | 7/31/2018 | 1 |
| | | | | | | 1 | 7/31/2018 | 1 |
| | | | | | | 1 | 7/31/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 9/21/2018 | 1 |
| | | | | | | 1 | 10/22/2018 | 1 |
| | | | | | | 1 | 10/22/2018 | 1 |
| | | | | | | 1 | 10/22/2018 | 1 |
| | | | | | | 1 | 10/22/2018 | 1 |
| | | | | | | 1 | 12/3/2018 | 1 |
| | | | | | | 1 | 12/3/2018 | 1 |
| | | | | | | 1 | 12/3/2018 | 1 |
| | | | | | | 1 | 12/3/2018 | 1 |
| | | | | | | 1 | 12/3/2018 | 1 |
| | | | | | | 1 | 12/3/2018 | 1 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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| Affordability by Household Incomes - Certificates of Occupancy | | | | | | | | Streamlining | Infill | Housing with Financial Assistance and/or Deed Restrictions | Housing without Financial Assistance or Deed Restrictions | | | |
|--|-------------------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|-----------------------|--|---|---|---|---|---|--|--|
| 10 | | | | | | | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u> | # of Units issued Certificates of Occupancy or other forms of readiness | How many of the units were Extremely Low Income?* | Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N | Infill Units? Y/N* | Assistance Programs for Each Development (see instructions) | Deed Restriction Type (see instructions) | For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions) |
| | | | | | | 1 | 2/9/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 2/22/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 3/6/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 3/9/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 3/9/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 1/18/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 1/16/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 1/9/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 1/8/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 2/16/2018 | 1 | | N | N | | | |
| | 1 | | | | | | 4/16/2018 | 1 | | N | Y | | | |
| | | | | | | 1 | 6/28/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 7/5/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 6/21/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 6/15/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 6/5/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 5/29/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 5/21/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 5/8/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 5/2/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 4/20/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 4/19/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 4/12/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 4/10/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 10/5/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 10/12/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 10/12/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 9/13/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 9/6/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 8/23/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 8/20/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 8/20/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 7/31/2018 | 1 | | N | N | | | |
| | | | | | | 1 | 8/7/2018 | 1 | | N | N | | | |

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| Affordability by Household Incomes - Certificates of Occupancy | | | | | | | | | Streamlining | Infill | Housing with Financial Assistance and/or Deed Restrictions | | Housing without Financial Assistance or Deed Restrictions | |
|--|-------------------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|-----------------------|--|---|---|---|--|---|---|--|
| 10 | | | | | | | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u> | # of Units issued Certificates of Occupancy or other forms of readiness | How many of the units were Extremely Low Income?* | Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N | Infill Units? Y/N* | Assistance Programs for Each Development (see instructions) | Deed Restriction Type (see instructions) | For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions) |
| | | | | | | 1 | 9/28/2018 | 1 | N | N | | | | |
| | | | | | | 1 | 8/20/2018 | 1 | N | N | | | | |
| | | | | | | 1 | 7/31/2018 | 1 | N | N | | | | |
| | | | | | | | | | N | N | | | | |
| | | | | | | | | | N | Y | | | | |
| | | | | | | | | | N | Y | | | | |
| | | | | | | | | | N | Y | | | | |
| | | | | | | | | | N | Y | | | | |
| | | | | | | | | | | | | | | |
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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

| | |
|-----------------------|-------------------------|
| Jurisdiction | Antioch |
| Reporting Year | 2018 (Jan. 1 - Dec. 31) |

This table is auto-populated once you enter your jurisdiction name and current year data.
 Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

| Table B | | | | | | | | | | | | | |
|--|---------------------|------------------------------------|------|------|------|------|------|------|------|------|------|------------------------------------|--|
| Regional Housing Needs Allocation Progress | | | | | | | | | | | | | |
| Permitted Units Issued by Affordability | | | | | | | | | | | | | |
| | | 1 | 2 | | | | | | | | | 3 | 4 |
| Income Level | | RHNA Allocation by Income Level | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
| Very Low | Deed Restricted | 349 | 1 | 85 | 2 | | | | | | | 92 | 257 |
| | Non-Deed Restricted | | 1 | | | 3 | | | | | | | |
| Low | Deed Restricted | 205 | | | | | | | | | | | 205 |
| | Non-Deed Restricted | | | | | | | | | | | | |
| Moderate | Deed Restricted | 214 | | | | | | | | | | 20 | 194 |
| | Non-Deed Restricted | | 19 | 1 | | | | | | | | | |
| Above Moderate | | 680 | 47 | 42 | 41 | 119 | | | | | | 249 | 431 |
| Total RHNA | | 1448 | | | | | | | | | | | |
| Total Units 44 | | | 68 | 128 | 43 | 122 | | | | | | 361 | 1087 |

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

| | | |
|----------------|---------|--------------------|
| Jurisdiction | Antioch | |
| Reporting Year | 2018 | (Jan. 1 - Dec. 31) |

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

[illegible]

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ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

| | |
|----------------|-------------------------|
| Jurisdiction | Antioch |
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Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1 | 2 | 3 | 4 |
|--|---|------------------|--|
| Name of Program | Objective | Timeframe in H.E | Status of Program Implementation |
| GOAL 1 | Conserve/Improve Existing Housing Supply | | |
| Policy 1.1 | Ensure the supply of safe, decent, and sound housing for all residents | | |
| 1.1.1. Monitor and Preserve At-Risk Projects | Retention of existing affordable housing stock through early action regarding 82 "at risk" units | by 2020 | The only At Risk project is Casa del Rio, senior housing. Staff (TH) contacted owner to discuss and is confident they will be retained. Staff will monitor annually to ensure. |
| 1.1.2 Neighborhood Preservation Program (zero and low-interest loans to low and moderate income households for housing rehabilitation) | Adequate assistance to provide loans to 3-4 homeowners per year (CDBG) | Ongoing | <p>The City contracted with Contra Costa County for over 20 years to administer the Neighborhood Preservation Program, which provides housing rehabilitation loans to low- and moderate-income homeowners to bring their homes up to code, to ensure health and safety code standards are met, and provide handicap access. Sadly, the County decided to no longer provide this service for local jurisdictions.</p> <p>After much searching, new provider was approved for funding and entered into contract in FY 18-19. The new Housing Rehabilitation program is being developed to be funded with RDA housing loan payoff income, and the City hopes to launch it in the 4th quarter of FY 18-19.</p> |
| 1.1.3 Community Education | Through public education, the public's | Ongoing | Outreach will resume once the program guidelines have been completed and the new program launched. |
| 1.1.4 Rental Rehabilitation Program | Provide financial assistance to owners of 3-5 rental properties annually to rehabilitate substandard units. | Cancelled | <p>The Rental Rehab program was cancelled, as it has not been successful in attracting participants in the past several years. The demand for housing in Contra Costa County (and all of California) far exceeds the supply, and owners are increasingly unwilling to enter into an obligation to rent at a lower price to LMI renters, even in exchange for very favorable rehab loans. The program also suffered because the upfront costs (credit report, title report, appraisal, and lead paint inspection and report) total \$800+ (depending on the # of units.) The funding source for this program was CDBG, which does not allow expenditures that do not result in accomplishments. Therefore, we must charge the owner for these items if they choose not to go forward with a loan.</p> |

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| 1.1.5 Code Enforcement | Elimination of code violations within Antioch |
|------------------------|---|

Ongoing

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| <p>CDBG funds code enforcement primarily for housing and building cases in the lower income areas of Antioch. In FY 2017-18 Within the entire City of Antioch, Code Enforcement officers received 2,526 calls for service and 4,139 web reports of violations (up from 1,622 web reports last year!). Within the lower income CDBG eligible areas of the City, officers opened cases on 1,205 unduplicated households and closed 1,119 cases. Out of these cases, the officer and consultant assigned to Building and Housing cases opened 147 cases that were Housing and Building code related. Of this 147, 96 were housing related which encompasses mold, lack of heat, lack of water and electricity, and weather protection. 51 of them were building code related which encompasses unpermitted additions or structure improvements and, residents living in garages and sheds.</p> <p>Out of the 1,119 cases that were closed, 95 of them were housing related and 46 of them were building code related, for a total of 141 housing and building cases closed.</p> <p>The focus this year continued to be on training of all team members with numerous trainings attended, and six officers successfully passing the CLETS recertification in February 2018. The CDBG Housing/Building Code Officer attended a training on Residential Structure Inspection.</p> <p>The two-person Code Enforcement Abatement Team that started in April 2016 has been a tremendous boost in lower income neighborhoods and throughout the City, cleaning up illegal dumping, picking up shopping carts, and removing/covering graffiti. In FY 2017-18, the Team:</p> <ul style="list-style-type: none"> * Removed 6,103 yards of illegally dumped waste from City right-of-ways and property (up from 4,577 yards last year); * Removed 1,897 shopping carts from City right-of-ways and property; * Removed 989 locations of graffiti, up from 206 locations last year. |
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At 102

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| 1.1.6 Infrastructure to Support Housing for Extremely-Low, Very-Low, Low Income, and Large Households | Provide infrastructure improvements necessary to accommodate the City's remaining lower-income RHNA need | Annually | <p>No projects requiring supporting infrastructure were proposed by builders in 2018.</p> <p>In support of housing development potential in the Rivertown area, the City conducted significant infrastructure improvements in Census Tract 3050.00, especially in block group 5, this year. This block group has the highest percentage of low/mod persons in the City at 93.66%. The Army Corp of Engineers reclassified some of this area with increased flood risk several years ago. Streets in this area were severely deteriorated, and the sewer mains had never been replaced. In response, the City expended \$1,967,907.92 in funding to rehabilitate approximately 3.8 miles of deteriorating sanitary sewer main predominately in CT 3050 using the trenchless cured-in-place pipe method.</p> <p>In addition, the CDBG-funded Downtown Roadway project was implemented this year after accumulating funding for three years. This \$1,538,659 project leveraged \$1,350,000 in CDBG funding with other sources. Contractors removed and replaced the asphalt concrete over the full width of the roadways of West 7th Street from D Street to G Street, West 8th Street from D Street to G Street, E Street from West 6th Street to West 9th Street, F Street from West 6th Street to West 10th Street. The intersection of West 7th and West 8th Street at D, E and F Streets were fully reconstructed. Twenty-four new curb ramps were installed. Deteriorating, damaged and uneven concrete curb, gutter, sidewalk and driveway approaches adjacent to the roadways were replaced and various storm drainage improvements were performed.</p> <p>Also in the same area, the City made park improvements at Waldie Plaza on 2nd St., adding new turf, removing dying woody shrubs and ivy which were collecting garbage and attracting rodents, and filling in an open, non-working concrete water ditch/stream. This opened up the Plaza more and made it safer for visitors, and provided more space for visitors to gather for such events as the Summer Concert Series.</p> <p>Finally, the City made improvement at the Prewett Water Park, which is near lower income census tracts and the only such waterpark in the City. This project consisted of removing and replacing the deteriorating concrete decking, including the embedded handrails, anchors and drinking fountain, and replacing crumbling concrete steps that lead to the park's main pool. The cost of this project was \$200,000.</p> |
| 1.1.7 Condominium | Conservation of rental units currently being | Ongoing | No conversion took place in 2018. |
| 1.1.8 Rental Inspection Program | Proactive identification and rehabilitation or elimination of blighted, deteriorated and substandard rental housing stock | Ongoing | <p>The City now has one trained and certified Code Enforcement officer for investigating building and housing issues, and that officer passed the Building Inspector test in 2018. As reported in 1.1.5. Code Enforcement above, 147 cases that were Housing and Building Code related were opened, and 141 cases were closed. These cases encompass both rental and ownership housing.</p> |

| | | | |
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| 1.1.9 Neighborhood Stabilization Program | Construct 85 multi-family units affordable at below 50% AMI through partnership with Satellite Housing, Inc.; Assist in the purchase, as funds are available, and rehabilitation of single family units through partnerships with Habitat for Humanity East Bay and Heart and Hands of Compassion or other non-profit organizations. | Completed | <p>The City began working with Satellite Affordable Housing Associates in 2009 to develop 85 units of affordable senior housing, utilizing City funding from the former Redevelopment Agency, NSP-1, CDBG, HOME, Housing Successor Agency, and other funding sources including State Veterans funding, MHP and 4% tax credits.</p> <p>Satellite broke ground in September 2016 and completed the project with projected in April 2018, with full lease up in June. All remaining NSP program income was invested in this project, so no further acquisition/rehab projects with Habitat or Heart & Hands will occur.</p> |
| 1.1.10 Foreclosure Prevention | Foreclosure prevention | Ongoing | The City continues to post information on foreclosure prevention on its website, and to direct callers to Bay Legal and Echo Housing, as well as 211, for further assistance. |
| GOAL 2 | Facilitate development of broad array of housing types to accommodate new and current residents of diverse ages and socioeconomic backgrounds. | | |
| Policy 2.1 | Provide adequate residential sites for production of new for-sale and rental residential units | | |
| 2.1.1 Inventories | Maintenance of an inventory of available sites for use in discussions with potential developers and evaluating the City's ability to meet projected future housing needs. | Year 1 | A spreadsheet and GIS maps of available sites was developed, and it is updated as projects are applied for or approved. |
| 2.1.2 Adequate Sites for Housing; No Net Loss | Prevention of net loss of housing sites and capacity for extremely low, very low, low, and moderate income housing. | Ongoing | No sites were downzoned in 2018. |
| 2.1.3 Meet with Potential Developers | To facilitate the development review process by ensuring a clear understanding on the part of developers as to City expectations for their projects and timeline. Discussion is also anticipated to function as a feedback loop, and assist the City in minimizing the costs of the development review process to new residential development. | Ongoing | <p>The City Community Development Director and City Planners continue to meet with prospective developers, both for-profit and non-profit, market rate and affordable, as requested and at no cost to the developer. Meetings help educate developers on the City's development review and design review processes, City requirements and expectations, and help to save time and money for both the City and developers. Meetings with nonprofit developers also include strategizing about the availability of funding assistance.</p> <p>Market rate units - In 2018, staff met with potential developers and Council approved 102 market rate units listed in 2.1.4 below.</p> |
| 2.1.4 Above Moderate-Income Housing | To facilitate the development of needed above moderate-income housing by reserving areas for such development. | Ongoing | In 2018, Council approved a total of 192 market rate moderate to above moderate units, which included Black Diamond Ranch, Quail Cove, Oakley Knolls, and Wildflower Station. |
| Policy 2.2 | Facilitate the development of new housing for all economic segments of the community, including lower income, moderate- and above moderate-income households. | | |

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| 2.2.1 Promote Loan Programs | Increase awareness of funds available for eligible first-time homebuyers. | Ongoing | <p>The City receives approximately 30 inquiries annually for downpayment assistance. Individuals are given (usually emailed) handouts on the CA Homeowner Downpayment Assistance Program and the Contra Costa Mortgage Credit Certificate Program.</p> <p>In 2017, a nonprofit was funded to develop a homebuyer assistance program for the City of Antioch and the program launched March 2018 with \$45,000 in forgivable subsidy for lower income households, while funding lasts. Four homebuyers purchased homes through this program. Council then authorized RDA Housing Successor funding to conduct a modest program to assist lower income homebuyers, which should be launched 4th quarter of 2018-19.</p> |
| Policy 2.3 | Actively pursue and support the use of available County, State, and Federal <u>housing assistance programs.</u> | | |
| 2.3.1 Affordable Housing Program Inventory; Pursue Available Projects | Maximize access to governmental and private housing programs, and thereby facilitate achievement of other Housing Element objectives. | Ongoing | <p>The City has worked with the County Health, Housing and Homeless Services division on adding 50 units of extremely-low and very-low income housing as part of the Homeless CARE Center development. City and County staff has been working to find potential sources of funding, including City Housing Successor and CDBG funds, County CDBG, HOME, ESG, and HOPWA funds, State HEAP, VHHP, MHP, Whole Person Care, Mental Health, Re-entry and other potential sources of funding for the entire project. (see detail in 2.3.2 below).</p> <p>In 2018, the City worked with the Reliant Group, Inc. which propose to acquire and rehabilitate an existing 112-unit multifamily rental housing project located at 2811 Cadiz Lane in Antioch, known as Villa Medanos Apartments. The City conducted a TEFRA hearing in January 2019 and approved adding these units to the City's affordable housing stock. The development consists of ten two-story buildings and one leasing office, providing 112 units of affordable family housing. Of these, 40 are one-bedroom, 32 are two-bedroom, with one bathroom, 40 are two-bedroom, with two bathrooms. The ten two-story buildings have no elevators and there are currently no handicap units on site. The Borrower intends to convert 10% of the units to be accessible per TCAC Code. These apartments will be exclusively for residents earning 60% or less of the area median income, with 10% to be affordable for those earning 50% or less of the area median income. Villa Medanos will be an important addition to the City's affordable housing stock for lower income families in 2019.</p> |

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| 2.3.2 Housing for Extremely Low-Income Households | Encourage and facilitate construction of 175 units affordable to extremely low-income households to meet RHNA. | Outreach to developers at least Annually; apply for/support applications - Ongoing; prioritize local funding at least twice in the planning period. | <p>The Satellite "Tabora Gardens" project, finished in 2018, completes 84 (+1 manager unit) units affordable to households from 0-50% AMI.</p> <p>Also in 2018 the City put out an RFP on a city-owned approx. 5 acre parcel with an Emergency Shelter overlay as a potential CARE Center/Homeless Housing project. The City has been working with the County Continuum of Care staff and nonprofit affordable housing agencies to envision the campus. The site may be able to accommodate up to 50 small studio apartments to help homeless persons find housing in this extremely restricted housing environment. These units are envisioned as permanent supportive housing at this time. A survey by the CoC has found that Contra Costa County lacks inventory of SRO and studio apartments for this population. The addition of a possible 50 units extremely and very-low income RHNA units would meet 135 of the 175 unit goal.</p> <p>This project continues to be developed, and the CARE Center portion was prioritized for the first round of HEAP funding. The CoC put out an RFP for an agency to work with the City on the development of the site, and Berkeley Food and Housing was the chosen entity (Jan 2019) and will continue the conceptualization of the site with</p> |
| Policy 2.4 | Proactively assist and cooperate with non-profit, private, and public entities to maximize opportunities to develop affordable housing...(and) distribute low and moderate-income housing throughout the City, rather than concentrate it in one portion of the community. | | |
| 2.4.1 Support Non-Profit Housing Sponsors | (Including providing funding, supporting grant applications, identifying available sites, & City involvement in development of sites) By supporting these entities in their efforts, increase the production of affordable housing to meet other objectives of the Housing Element. | Ongoing | <p>As mentioned previously, the City worked with Satellite Affordable Housing Associates on the Tabora Gardens project, which completed construction on 85 units (84 + 1 manager unit) of affordable housing for extremely low- and low-income seniors, including homeless persons, homeless Veterans and Veterans. The City provided significant funding from multiple funding sources totaling \$3,283,755, supported their TCAC application, conducted their TEFRA hearing, and worked closely with the County and their funding sources.</p> <p>Also see 2.3.1. narrative which details City efforts in developing the CARE Center site on City-owned property, including funding sources.</p> <p>In 2018, the City Housing Consultant met with Resources for Community Development (RCD), Satellite Affordable Housing Associates (SAHA), and Contra Costa Interfaith Housing to discuss and encourage further affordable housing development in the City of Antioch. RCD refinanced their two properties in Antioch with an infusion of 4% tax credits and additional HOME and other funds, and the City</p> |
| Policy 2.5 | Proactively encourage the development of affordable housing within the Rivertown area. | | |
| 2.5.1 Additional Development Incentives for the Rivertown Focus Area | Achievement of objectives for development of new housing for very low-income households. | Ongoing | The City put out an RFP for city-owned former RDA properties in 2014 and entered into negotiations with one developer in 2015. Those discussions continue. The Specific plan was finalized for adoption in 2017. |

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| Goal 3 | Facilitate the development of a broad array of housing types to accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds. | | |
| 3.1.1 Housing Opportunities for Special Needs Groups | Maximize opportunities to address the housing needs of special needs groups within the City, as identified in Section 3 of this Housing Element. | Ongoing | <p>In June 2018, Satellite's Tabora Gardens development created 85 units for a variety of special needs populations, including: 12 units for homeless Veterans (20% AMI); 8 units for senior Veterans (20% AMI); 5 units for disabled (811,30% AMI); 5 units for persons with AIDS(30% AMI); 9 for Veterans @ 40% and 4 for Vets at 50% AMI; and 41 for seniors (50% AMI).</p> <p>AMCAL submitted an entitlement application for 394 affordable apartments for seniors and families. The application is under review and should be to hearings mid-2019.</p> <p>CARE Center - The Homeless Care Center site, discussed in detail in 2.3.1. would potentially add up to 50 units of affordable rental housing for persons experiencing homelessness, including veterans, persons with HIV/AIDS, persons with mental illness,</p> |
| 3.1.2 Senior Housing | Facilitate housing that is affordable for lower-income seniors. | Ongoing | <p>See above description of senior housing constructed with over \$3 million in City subsidies.</p> <p>The City received an entitlement application in 2018 for 394 affordable apartments that contains 178 senior units (50-60% AMI). The project will go to entitlement hearing in 2019.</p> |
| 3.1.3 Incentives for Special Needs Housing (reasonable accommodation ordinance) | Continue to provide reasonable accommodations to encourage the development of specialized housing for persons with disabilities. | Ongoing | <p>One developer, AMCAL, requested a senior housing overlay district to achieve a higher density, and none requested reasonable accommodations in 2018.</p> |
| 3.1.4 Coordination with Agencies Serving the Homeless | Develop housing self-sufficiency for those who are currently homeless by working with appropriate agencies to implement housing and employment programs. | Ongoing | <p>The City works very closely with the Contra Costa Homeless Continuum of Care body, called the Council on Homelessness. In 2018, the City's Housing consultant served her fifth year, and was Vice Chair of this body, sat on the Review and Ranking Committee for the CoC funding as well as for ESG and Emergency Food and Shelter (EFSP) Grants Committee hosted by the United Way.</p> <p>The City actively participates in all efforts to develop housing and services for persons who are homeless, is an active participant in the County's Zero: 2016 campaign strategy to end Veteran and Chronic Homelessness, and works closely with the Housing Authority of Contra Costa and Veteran Administration in Martinez.</p> <p>Furthermore, the City hosts the County's only homeless shelter for disabled homeless persons.</p> |

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| 3.1.5 Emergency Shelters and Supportive and Transitional Housing | Compliance with SB 2 | Ongoing | The City is in compliance with SB 2, having designated sites for homeless emergency shelters. In 2017, discussions continued with a nonprofit interested in establishing a 50-bed homeless shelter for women and children. In 2016, at City expense, the emergency shelter overlay was changed to include an additional parcel, owned by the City, to possibly become the site of the shelter. Unfortunately, the agency was not able to raise sufficient interest and funding for construction of the shelter. The City put out a RFQ to affordable housing developers and the homeless services community to develop ideas for the parcel, and those discussions continue. |
| 3.1.6 Zoning for Employee Housing: | Compliance with Health and Safety Code regarding Employee Housing | Within 18 months of Hsg Element adoption | Due to budget constraints in 2018, the City will initiate an ordinance update to include recent housing legislation, including employee housing, in 2019. |
| Goal 4 | Reduce residential energy and water use to conserve energy /water and reduce the cost of housing. | | |
| Policy 4.1 | Provide incentives for energy conservation measures in new housing by providing information on programs available through PG&E. | | |
| 4.1.1 Encourage Energy Conservation | Minimize costs of space heating and cooling in new and existing dwelling units. | Ongoing | <p>Energy conservation for existing housing and neighborhoods is encouraged and supported in a variety of ways:</p> <ul style="list-style-type: none"> - Condition of Approval - Energy conservation is incorporated into the standard condition of approval for new developments. - Property Assessed Clean Energy (PACE) - Financing Legislation passed by the State of California, and approved by the City in 2015 now enables Antioch property owners to finance a wide range of energy and water efficiency upgrades by attaching PACE financing to their property tax bill. Upgrades such as solar installations, attic insulation, energy efficient windows, water-on-demand water heaters, grey water systems, and more are covered. Financing defers upfront costs, lowers energy bills, and allows homeowners easy financing with their property tax bill. <p>In 2018, 77 homes were improved with the HERO PACE program, which is a significant decrease over 178 homes in 2017. We do not survey our PACE providers annually for this data, so HERO is the only one we have available. We promote all our PACE programs and all other energy efficiency and solar programs on our website, through social media and on our local access channel. In addition, construction on a large solar project at the golf course began in 2018.</p> <p>East Bay Energy Watch Strategic Advisory Committee - The City is a member of this body, which sets priorities for PG&E energy efficiency programs.</p> |

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|---|--|---|---|
| 4.1.2 Water Conservation Program - ensure that new residential development meets City standards and guidelines for conserving water | Conservation of water resources | Ongoing | Antioch is operating under the State of CA Water Efficient Landscape Ordinance (WELO), and has tiered water rates for residential water. The City water department complied with the States drought regulations. Staff promotes a variety of workshops on water conservation, such as "Lose a Lawn, Gain a Garden" and all residents are eligible for Contra Costa Water District water conservation programs and rebates. Water customers receive information online, through our Recreation Guide and on their water bills. All new development projects are required to comply with WELO requirements. |
| 4.1.3 Green Building Encouragement | Encourage green building practices in new and existing housing development and neighborhoods. | Ongoing | In addition to the efforts in 4.1.1, the partnered with California Youth Energy Services to conduct 132 Green Home Site Visits at homes and apartments in Antioch over the summer of 2018, did outreach blitzes with PG&E to Antioch businesses on the East Bay Energy Watch program and participated as an outreach partner in the Sunshares program for discounted photovoltaic systems and electric vehicles. |
| Goal 5 | Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch. | | |
| Policy 5.1 | Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch. | | |
| 5.1.1 Maintain a Streamlined, Affordable Application Process | Minimize the costs of residential development within Antioch attributable to the time it takes to review development applications and plans. | Annual review, revisions as found appropriate | The Master Fee Schedule was reviewed in 2018 to ensure that it only recovers actual costs of providing services. The Schedule is reviewed on an annual basis, and is adopted by Council annually. The City augments its small planning and engineering staff with consultants to enable projects to move through the entitlement process quicker. CEQA is consistently the aspect of the entitlement process that increases the time it takes to review development applications. |
| 5.1.2 Residential Development Impact Fee Ordinances | Continually ensure provision of adequate public facilities and services to new and existing residential development. | Ongoing | The City Council adopted new development impact fees at a lower rate for qualified Senior Housing. |
| 5.1.3 Density Bonus Ordinance | Ensure that City density bonus provisions comply with State requirements. | Ongoing | The Zoning Ordinance was amended in 2014 to bring City into compliance with State law. Further changes will be required in 2019. |
| 5.1.4 Pre-Application Conferences (continue) | Minimize development review time and costs for new residential projects. | Ongoing | Preapplication conferences at no cost to the applicant continue to occur for all affordable and market rate housing projects. |
| 5.1.5 Development Standards Handouts: Regularly update handouts on development standards. | Minimize development review time and costs for new residential projects. | Ongoing | Handouts on development standards were updated in 2018. Handouts are available online and at City offices. |
| Goal 6 | Provide equal housing opportunities for all existing and future Antioch residents. | | |

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Note: + Optional field
 Cells in grey contain auto-calculation formulas

| Table E | | | | | | | | | |
|--|----------------|---------------------------|---|--|------------|-----------------|-----------------------|---|--|
| Commercial Development Bonus Approved pursuant to GC Section 65915.7 | | | | | | | | | |
| Project Identifier | | | | Units Constructed as Part of Agreement | | | | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
| 1 | | | | 2 | | | | 3 | 4 |
| APN | Street Address | Project Name ⁺ | Local Jurisdiction Tracking ID ⁺ | Very Low Income | Low Income | Moderate Income | Above Moderate Income | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
| Summary Row: Start Data Entry Below | | | | | | | | | |
| None | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

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Note: + Optional field
 Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

| Activity Type | Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only | | | | Units that Count Towards RHNA * Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields. | | | | The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1* |
|-------------------------------|---|------------------|-------------|--------------|--|------------------|-------------|--------------|--|
| | Extremely Low-Income* | Very Low-Income* | Low-Income* | TOTAL UNITS* | Extremely Low-Income* | Very Low-Income* | Low-Income* | TOTAL UNITS* | |
| Rehabilitation Activity | | | | | | | | | |
| Preservation of Units At-Risk | | | | | | | | | |
| Acquisition of Units | | | | | | | | | |
| Total Units by Income | | | | | | | | | |

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| Jurisdiction | Antioch | |
| Reporting Year | 2018 | (Jan. 1 - Dec. 31) |

| Permitted Units Issued by Affordability Summary | | |
|---|---------------------|--------------|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 2 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 192 |
| Total Units 44 | | 194 |

Note: units serving extremely low-income households are included in the very low-income permitted units totals

| Entitlement Summary | |
|--|-----|
| Total Housing Applications Submitted: | 4 |
| Number of Proposed Units in All Applications Received: | 397 |
| Total Housing Units Approved: | 2 |
| Total Housing Units Disapproved: | 0 |

| Use of SB 35 Streamlining Provisions | |
|---|---|
| Number of Applications for Streamlining | 0 |
| Number of Streamlining Applications Approved | 0 |
| Total Developments Approved with Streamlining | 0 |
| Total Units Constructed with Streamlining | 0 |

| Units Constructed - SB 35 Streamlining Permits | | | |
|--|--------|-----------|-------|
| Income | Rental | Ownership | Total |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

Cells in grey contain auto-calculation formulas

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Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A

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A116

A full-page view of a blank sheet of graph paper. The grid consists of small squares formed by thin black lines. There are three vertical lines that divide the page into four columns of different widths: a narrow column on the left, two wider middle columns, and another narrow column on the right. These lines likely serve as margins or guides for organizing information. The rest of the page is filled with uniform small squares.

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| Jurisdiction | Antioch | |
| Reporting Year | 2019 | (Jan. 1 - Dec. 31) |

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

| Table B | | | | | | | | | | | | | |
|--|---------------------|---------------------------------|------|------|------|------|------|------|------|------|------|---------------------------------|--------------------------------------|
| Regional Housing Needs Allocation Progress | | | | | | | | | | | | | |
| Permitted Units Issued by Affordability | | | | | | | | | | | | | |
| | | 1 | 2 | | | | | | | | | 3 | 4 |
| Income Level | | RHNA Allocation by Income Level | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
| Very Low | Deed Restricted | 349 | | 84 | 2 | | | | | | | | |
| | Non-Deed Restricted | | 1 | | | 1 | 2 | | | | | 90 | 259 |
| Low | Deed Restricted | 205 | | | | 1 | | | | | | 1 | 204 |
| | Non-Deed Restricted | | | | | | | | | | | | |
| Moderate | Deed Restricted | 214 | | | | | | | | | | | |
| | Non-Deed Restricted | | 19 | 1 | | | 12 | | | | | 32 | 182 |
| Above Moderate | | 680 | 47 | 42 | 41 | 119 | 279 | | | | | 528 | 152 |
| Total RHNA | | 1448 | | | | | | | | | | | |
| Total Units | | | 67 | 127 | 43 | 121 | 293 | | | | | 651 | 797 |

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

Alt 1

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

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|--|---|------------------|---|
| Jurisdiction | Antioch | | |
| Reporting Year | 2019 (Jan. 1 - Dec. 31) | | |
| Table D | | | |
| Program Implementation Status pursuant to GC Section 65583 | | | |
| Housing Programs Progress Report | | | |
| Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element. | | | |
| 1 | 2 | 3 | 4 |
| Name of Program | Objective | Timeframe in H.E | Status of Program Implementation |
| GOAL 1 | Conserve/Improve Existing Housing Supply | Ongoing | This is a housing element goal. Please see specific program implementation below. |
| Policy 1.1 | Ensure the supply of safe, decent, and sound housing for all residents | Ongoing | This is a housing element policy . Please see specific program implementation below. |
| 1.1.1. Monitor and Preserve At-Risk Projects | Retention of existing affordable housing stock through early action regarding 82 “at risk” units | by 2020 | The only At Risk project is Casa del Rio, senior housing. Staff (TH) contacted owner to discuss and is confident they will be retained. Staff will monitor annually to ensure. |
| 1.1.2 Neighborhood Preservation Program (zero and low-interest loans to low and moderate income households for housing rehabilitation) | Adequate assistance to provide loans to 3-4 homeowners per year (CDBG) | Ongoing | The City contracted with Contra Costa County for over 20 years to administer the Neighborhood Preservation Program, which provides housing rehabilitation loans to low- and moderate-income homeowners to bring their homes up to code, to ensure health and safety code standards are met, and provide handicap access. Sadly, the County decided to no longer provide this service for local jurisdictions. After much searching, new provider was approved for funding and entered into contract in FY 18-19. The new Housing Rehabilitation program is being developed to be funded with RDA housing loan payoff income. Launch did not occur in calendar year 2019, but began in 2020. |
| 1.1.3 Community Education Regarding the Availability of Rehabilitation Programs | Through public education, the public’s ability to use programs will be enhanced and other specific quantified objectives will be easier to achieve. | Ongoing | Outreach will commence once the program catches up on the backlog of existing applicants. |
| 1.1.4 Rental Rehabilitation Program | Provide financial assistance to owners of 3-5 rental properties annually to rehabilitate substandard units. | Cancelled | The Rental Rehab program was cancelled, as it has not been successful in attracting participants in the past decade. The demand for housing in Contra Costa County (and all of California) far exceeds the supply, and owners are increasingly unwilling to enter into an obligation to rent at a lower price to LMI renters, even in exchange for very favorable rehab loans. The program also suffered because the upfront costs (credit report, title report, appraisal, and lead paint inspection and report) total \$800+ (depending on the # of units.) The funding source for this program was CDBG, which does not allow expenditures that do no result in accomplishments. Therefore, we must charge the owner for these items if they choose not to go forward with a loan. |

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| 1.1.5 Code Enforcement | Elimination of code violations within Antioch | Ongoing | <p>A 1/2 cent sales tax was passed by City voters two years ago, and the City now has sufficient operating revenues to fund Code Enforcement without CDBG funds. In 2019, Code Enforcement officers received 10,348 calls for service. Of these, 3,568 new cases were opened and 3,175 total cases were closed.</p> <p>The vast majority of these calls are, of course, for violations on rental properties within the City. Usually, about 12-15% of calls are Housing and Building code related. Housing related calls encompass mold, lack of heat, lack of water and electricity, and weather protection, while building code calls include unpermitted additions or structure improvements and, residents living in garages and sheds.</p> <p>The two-person Code Enforcement Abatement Team that started in April 2016 has now grown to four employees, and has been a tremendous boost in lower income neighborhoods and throughout the City, cleaning up illegal dumping, picking up shopping carts, and removing/covering graffiti. In FY 2017-18, the Team:</p> <ul style="list-style-type: none"> * Removed 6,142 yards of illegally dumped waste from City right-of-ways and property property; * Removed 779 locations of graffiti * Removed 1,533 abandoned shopping carts from city property |
| 1.1.6 Infrastructure to Support Housing for Extremely-Low, Very-Low, Low Income, and Large Households | Provide infrastructure improvements necessary to accommodate the City's remaining lower-income RHNA need | Annually | <p>No projects requiring supporting infrastructure were proposed by builders in 2019. The City Roadway project was dormant to gather additional funding. The only project was work on the Brackish Water Desalination Plan, which totaled about \$20,000.</p> |
| 1.1.7 Condominium Conversion | Conservation of rental units currently being rented by lower income households and tenants with special needs. | Ongoing | No conversion took place in 2018. |
| 1.1.8 Rental Inspection Program | Proactive identification and rehabilitation or elimination of blighted, deteriorated and substandard rental housing stock | Ongoing | The City now has one trained and certified Code Enforcement officer for investigating building and housing issues, and that officer passed the Building Inspector test in 2018. |
| 1.1.9 Neighborhood Stabilization Program | Construct 85 multi-family units affordable at below 50% AMI through partnership with Satellite Housing, Inc.; Assist in the purchase, as funds are available, and rehabilitation of single family units through partnerships with Habitat for Humanity East Bay and Heart and Hands of Compassion or other non-profit organizations. | Completed | <p>The City began working with Satellite Affordable Housing Associates in 2009 to develop 85 units of affordable senior housing, utilizing City funding from the former Redevelopment Agency, NSP-1, CDBG, HOME, Housing Successor Agency, and other funding sources including State Veterans funding, MHP and 4% tax credits.</p> <p>Satellite broke ground in September 2016 and completed the project with projected in April 2018, with full lease up in June. All remaining NSP program income was invested in this project, so no further acquisition/rehab projects with Habitat or Heart & Hands will occur.</p> |
| 1.1.10 Foreclosure Prevention | Foreclosure prevention | Ongoing | The City continues to post information on foreclosure prevention on its website, and to direct callers to Bay Legal and Echo Housing, as well as 211, for further assistance. |
| GOAL 2 | Facilitate development of broad array of housing types to accommodate new and current residents of diverse ages and socioeconomic backgrounds. | Ongoing | This is a housing element goal. Please see specific program implementation below. |

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| Policy 2.1 | Provide adequate residential sites for production of new for-sale and rental <u>residential units</u> | Ongoing | This is a housing element policy . Please see specific program implementation below. |
| 2.1.1 Inventories | Maintenance of an inventory of available sites for use in discussions with potential developers and evaluating the City's ability to meet <u>projected future housing needs.</u> | Completed | A spreadsheet and GIS maps of available sites was developed, and it is updated as projects are applied for or approved. |
| 2.1.2 Adequate Sites for Housing; No Net Loss | Prevention of net loss of housing sites and capacity for extremely low, very low, low, and moderate income <u>housing.</u> | Ongoing | No sites were downzoned in 2019. |
| 2.1.3 Meet with Potential Developers | To facilitate the development review process by ensuring a clear understanding on the part of developers as to City expectations for their projects and timeline. Discussion is also anticipated to function as a feedback loop, and assist the City in minimizing the costs of the development review process to new residential development. | Ongoing | <p>The City Community Development Director and City Planners continue to meet with prospective developers, both for-profit and non-profit, market rate and affordable, as requested and at no cost to the developer. Meetings help educate developers on the City's development review and design review processes, City requirements and expectations, and help to save time and money for both the City and developers. Meetings with nonprofit developers also include strategizing about the availability of funding assistance.</p> <p>Market rate units - In 2019, staff met with potential developers including Concentric Development Group, GBN Partners, and Blue Mountain Communities. Their applications totalled 434 units and was under review in 2019.</p> |
| 2.1.4 Above Moderate-Income Housing | To facilitate the development of needed above moderate-income housing by reserving areas for such development. | Ongoing | No above moderate income housing was ready for approval in 2019. |
| Policy 2.2 | Facilitate the development of new housing for all economic segments of the community, including lower income, moderate- and above moderate-income <u>households.</u> | Ongoing | This is a housing element policy . Please see specific program implementation below. |
| 2.2.1 Promote Loan Programs | Increase awareness of funds available for eligible first-time homebuyers. | Ongoing | <p>The City receives approximately 30 inquiries annually for downpayment assistance. Individuals are given (usually emailed) handouts on the CA Homeowner Downpayment Assistance Program and the Contra Costa Mortgage Credit Certificate Program.</p> <p>In 2017, a nonprofit was funded to develop a homebuyer assistance program for the City of Antioch and the program launched March 2018 with \$45,000 in forgivable subsidy for lower income households, while funding lasts. Four homebuyers purchased homes through this program. After the Wells Fargo subsidy ran out, Council then authorized RDA Housing Successor funding to conduct a modest program to assist lower income homebuyers. This program was launched in 2020, so no activity in 2019.</p> |
| Policy 2.3 | Actively pursue and support the use of available County, State, and Federal housing assistance programs. | Ongoing | This is a housing element policy . Please see specific program implementation below. |

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| 2.3.1 Affordable Housing Program Inventory; Pursue Available Projects | Maximize access to governmental and private housing programs, and thereby facilitate achievement of other Housing Element objectives. | Ongoing | <p>The City has worked with the County Health, Housing and Homeless Services division on adding 50 units of extremely-low and very-low income housing as part of the Homeless CARE Center development. City and County staff has been working to find potential sources of funding, including City Housing Successor and CDBG funds, County CDBG, HOME, ESG, and HOPWA funds, State HEAP, VHHP, MHP, Whole Person Care, Mental Health, Re-entry and other potential sources of funding for the entire project. (see detail in 2.3.2 below).</p> <p>In 2018, the City worked with the Reliant Group, Inc. which propose to acquire and rehabilitate an existing 112-unit multifamily rental housing project located at 2811 Cadiz Lane in Antioch, known as Villa Medanos Apartments. The City conducted a TEFRA hearing in January 2019 and approved adding these units to the City's affordable housing stock. The development consists of ten two-story buildings and one leasing office, providing 112 units of affordable family housing. Of these, 40 are one-bedroom, 32 are two-bedroom, with one bathroom, 40 are two-bedroom, with two bathrooms. The ten two-story buildings have no elevators and there are currently no handicap units on site. The Borrower intends to convert 10% of the units to be accessible per TCAC Code. These apartments are now restricted to residents earning 60% or less of the area median income, with 10% to be affordable for those earning 50% or less of the area median income. Villa Medanos will be an important addition to the City's affordable housing stock for lower income families in 2019 and beyond.</p> |
| 2.3.2 Housing for Extremely Low-Income Households | Encourage and facilitate construction of 175 units affordable to extremely low-income households to meet RHNA. | Outreach to developers at least Annually; apply for/support applications - Ongoing; prioritize local funding at least twice in the planning period. | <p>The Satellite "Tabora Gardens" project, finished in 2018, completes 84 (+1 manager unit) units affordable to households from 0-50% AMI.</p> <p>Also in 2018 the City put out an RFP on a city-owned approx. 5 acre parcel with an Emergency Shelter overlay as a potential CARE Center/Homeless Housing project. The City has been working with the County Continuum of Care staff and nonprofit affordable housing agencies to envision the campus. The site may be able to accommodate up to 50 small studio apartments to help homeless persons find housing in this extremely restricted housing environment. These units are envisioned as permanent supportive housing at this time. A survey by the CoC has found that Contra Costa County lacks inventory of SRO and studio apartments for this population. The addition of a possible 50 units extremely and very-low income RHNA units would meet 135 of the 175 unit goal.</p> <p>This project continues to be developed, and the CARE Center portion was prioritized for the first round of HEAP funding. The CoC put out an RFP for an agency to work with the City on the development of the site but the chosen entity no longer has capacity. This RFP will be republished in 2020.</p> |
| Policy 2.4 | Proactively assist and cooperate with non-profit, private, and public entities to maximize opportunities to develop affordable housing...(and) distribute low and moderate-income housing throughout the City, rather than concentrate it in one portion of the community. | Ongoing | This is a housing element policy . Please see specific program implementation below. |

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| 2.4.1 Support Non-Profit Housing Sponsors | (Including providing funding, supporting grant applications, identifying available sites, & City involvement in development of sites) By supporting these entities in their efforts, increase the production of affordable housing to meet other objectives of the Housing Element. | Ongoing | <p>As mentioned previously, the City worked with Satellite Affordable Housing Associates on the Tabora Gardens project, which completed construction on 85 units (84 + 1 manager unit) of affordable housing for extremely low- and low-income seniors, including homeless persons, homeless Veterans and Veterans. The City provided significant funding from multiple funding sources totaling \$3,283,755, supported their TCAC application, conducted their TEFRA hearing, and worked closely with the County and their funding sources.</p> <p>Also see 2.3.1. narrative which details City efforts in developing the CARE Center site on City-owned property, including funding sources.</p> <p>In 2019, the City Housing Consultant met with Resources for Community Development (RCD), Mercy Housing, Satellite Affordable Housing Associates (SAHA), and Contra Costa Interfaith Housing to discuss and encourage further affordable housing development in the City of Antioch. The City and County will be working to secure an affordable housing provider to construct micro units behind the new homeless shelter/CARE Center in Antioch as part of the</p> |
| Policy 2.5 | Proactively encourage the development of affordable housing within the Rivertown area. | Ongoing | This is a housing element policy . Please see specific program implementation below. |
| 2.5.1 Additional Development Incentives for the Rivertown Focus Area | Achievement of objectives for development of new housing for very low-income households. | Ongoing | The City put out an RFP for city-owned former RDA properties in 2014 and entered into negotiations with one developer in 2015. Those discussions continue. The Specific plan was finalized for adoption in 2017. |
| Goal 3 | Facilitate the development of a broad array of housing types to accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds. | Ongoing | This is a housing element goal. Please see specific program implementation below. |
| 3.1.1 Housing Opportunities for Special Needs Groups | Maximize opportunities to address the housing needs of special needs groups within the City, as identified in Section 3 of this Housing Element. | Ongoing | <p>AMCAL received entitlement in 2019 for their development of 394 affordable apartments for seniors and families. Age-restricted units will comprise 177 units, including 38 units @ 30%, 28 units at 40%, 14 units @ 50%, and 19 @ 60% AMI level (proposed in application). Project will meet standards for accessibility and accommodation for hearing impaired individuals, and the senior buildings will have elevators.</p> <p>Villa Medanos - The Reliant Group acquired and rehabilitated a 112-unit market-rate multifamily rental housing property located at 2811 Cadiz Lane using LIHTC in 2019, creating new deed-restricted affordable housing in the City. The City supported the project and conducted a TEFRA hearing for bond issuance by CPFA. This complex had no accessible units, and through the LIHTC process, 10% of units must be accessible, and 4% will receive auditory accessibility improvements.</p> <p>CARE Center - The Homeless Care Center site, discussed in detail in 2.3.1. would potentially add between 30-50 units of affordable rental housing for persons with incomes 0-30% who are experiencing homelessness, including veterans, persons with HIV/AIDS, persons with mental illness, and persons with</p> |
| 3.1.2 Senior Housing | Facilitate housing that is affordable for lower-income seniors. | Ongoing | <p>See above description of AMCAL senior housing. The Antioch Homeless CARE Center site housing would also be available to homeless senior individuals.</p> |

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| 3.1.3 Incentives for Special Needs Housing (reasonable accommodation ordinance) | Continue to provide reasonable accommodations to encourage the development of specialized housing for persons with disabilities. | Ongoing | One developer, AMCAL, requested a senior housing overlay district to achieve a higher density, and none requested reasonable accommodations in 2019. |
| 3.1.4 Coordination with Agencies Serving the Homeless | Develop housing self-sufficiency for those who are currently homeless by working with appropriate agencies to implement housing and employment programs. | Ongoing | <p>The City works very closely with the Contra Costa Homeless Continuum of Care body, called the Council on Homelessness. In 2018, the City's Housing consultant served her fifth year, and was Vice Chair of this body, sat on the Review and Ranking Committee for the CoC funding as well as for ESG and Emergency Food and Shelter (EFSP) Grants Committee hosted by the United Way.</p> <p>The City actively participates in all efforts to develop housing and services for persons who are homeless, is an active participant in the County's Zero: 2016 campaign strategy to end Veteran and Chronic Homelessness, and works closely with the Housing Authority of Contra Costa and Veteran Administration in Martinez.</p> <p>Furthermore, the City hosts the County's only homeless shelter for disabled</p> |
| 3.1.5 Emergency Shelters and Supportive and Transitional Housing | Compliance with SB 2 | Ongoing | <p>The City is in compliance with SB 2, having designated sites for homeless emergency shelters. In 2017, discussions continued with a nonprofit interested in establishing a 50-bed homeless shelter for women and children. In 2016, at City expense, the emergency shelter overlay was changed to include an additional parcel, owned by the City, to possibly become the site of the shelter. The City put out an RFQ and is in serious negotiations with the County to construct a CARE Center and 50 bed homeless shelter.</p> |
| 3.1.6 Zoning for Employee Housing: | Compliance with Health and Safety Code regarding Employee Housing | Within 18 months of Hsg Element adoption | This action will occur in 2020 in tandem with zoning ordinance updates to comply with SB 330. |
| Goal 4 | Reduce residential energy and water use to conserve energy /water and reduce the cost of housing. | Ongoing | This is a housing element goal. Please see specific program implementation below. |
| Policy 4.1 | Provide incentives for energy conservation measures in new housing by providing information on programs available through PG&E. | Ongoing | This is a housing element policy . Please see specific program implementation below. |

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| 4.1.1 Encourage Energy Conservation | Minimize costs of space heating and cooling in new and existing dwelling units. | Ongoing | <p>Energy conservation for existing housing and neighborhoods is encouraged and supported in a variety of ways:</p> <ul style="list-style-type: none"> - Condition of Approval - Energy conservation is incorporated into the standard condition of approval for new developments. - In 2019 the city partnered with the County and the cities of San Pablo and Walnut Creek to launch www.cleanercontracosta.org. This web-platform provides resources to residents that are offered for their address. It allows for residents to easily find energy efficiency tools and rebates for their homes. - The city co-sponsored a BayREN homeowner workshop in 2019. The workshop went over the programs available through BayREN and EnergyUpgrade California. - Property Assessed Clean Energy (PACE) - Financing Legislation passed by the State of California, and approved by the City in 2015 now enables Antioch property owners to finance a wide range of energy and water efficiency upgrades by attaching PACE financing to their property tax bill. Upgrades such as solar installations, attic insulation, energy efficient windows, water-on-demand water heaters, grey water systems, and more are covered. Financing defers upfront costs, lowers energy bills, and allows homeowners easy financing with their property tax bill. <p>In 2019, 102 homes were improved with the HERO PACE program, a significant increase from last year. We do not survey our PACE providers annually for this data, so HERO is the only one we have available, and there are several options available to residents. We promote all our PACE programs and all other energy efficiency and solar programs on our website, through social media and on our local access channel. In addition, construction on a large solar project at the golf course was completed in 2019.</p> <p>East Bay Energy Watch Strategic Advisory Committee - The City is a member of this body, which sets priorities for PG&E energy efficiency programs.</p> |
| 4.1.2 Water Conservation Program - ensure that new residential development meets City standards and guidelines for conserving water | Conservation of water resources | Ongoing | <p>Antioch is operating under the State of CA Water Efficient Landscape Ordinance (WELO), and has tiered water rates for residential water. The City water department complied with the States drought regulations. Staff promotes a variety of workshops on water conservation, such as "Lose a Lawn, Gain a Garden" and all residents are eligible for Contra Costa Water District water conservation programs and rebates. Water customers receive information online, through our Recreation Guide and on their water bills. All new development projects are required to comply with WELO requirements.</p> |
| 4.1.3 Green Building Encouragement | Encourage green building practices in new and existing housing development and neighborhoods. | Ongoing | <p>In addition to the efforts in 4.1.1, the partnered with California Youth Energy Services to conduct 121 Green Home Site Visits at homes and apartments in Antioch over the summer of 2019, did outreach blitzes with PG&E to Antioch businesses on the East Bay Energy Watch program and participated as an outreach partner in the Sunshares program for discounted photovoltaic systems and electric vehicles.</p> |
| Goal 5 | Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch. | Ongoing | <p>This is a housing element goal. Please see specific program implementation below.</p> |

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| Policy 5.1 | Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch. | Ongoing | This is a housing element policy . Please see specific program implementation below. |
| 5.1.1 Maintain a Streamlined, Affordable Application Process | Minimize the costs of residential development within Antioch attributable to the time it takes to review development applications and plans. | Annual review, revisions as found appropriate | The Master Fee Schedule was reviewed in 2019 to ensure that it only recovers actual costs of providing services. The Schedule is reviewed on an annual basis, and is adopted by Council annually. The City augments its small planning and engineering staff with consultants to enable projects to move through the entitlement process quicker. CEQA is consistently the aspect of the entitlement process that increases the time it takes to review development applications. |
| 5.1.2 Residential Development Impact Fee Ordinances | Continually ensure provision of adequate public facilities and services to new and existing residential development. | Ongoing | The City Council adopted new development impact fees at a lower rate for qualified Senior Housing. |
| 5.1.3 Density Bonus Ordinance | Ensure that City density bonus provisions comply with State requirements. | Ongoing | The Zoning Ordinance was amended in 2014 to bring City into compliance with State law. Further modifications will be made in 2020 in conjunction with the zoning ordinance updates related to SB 330. |
| 5.1.4 Pre-Application Conferences (continue) | Minimize development review time and costs for new residential projects. | Ongoing | Preapplication conferences at no cost to the applicant continue to occur for all affordable and market rate housing projects. |
| 5.1.5 Development Standards Handouts: Regularly update handouts on development standards. | Minimize development review time and costs for new residential projects. | Ongoing | Handouts on development standards were updated in 2019. Handouts are available online and at City offices. |
| Goal 6 | Provide equal housing opportunities for all existing and future Antioch residents. | Ongoing | This is a housing element goal. Please see specific program implementation below. |
| Policy 6.1. | Encourage and support the enforcement of laws and regulations prohibiting discrimination in lending practices and in the sale or rental of housing. | Ongoing | This is a housing element policy . Please see specific program implementation below. |

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| General Comments: | | | |
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| Jurisdiction | Antioch |
| Reporting Period | 2019 (Jan. 1 - Dec. 31) |

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

| Activity Type | Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only | | | | Units that Count Towards RHNA * Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields. | | | | The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1* |
|-------------------------------|---|------------------|-------------|--------------|--|------------------|-------------|--------------|--|
| | Extremely Low-Income* | Very Low-Income* | Low-Income* | TOTAL UNITS* | Extremely Low-Income* | Very Low-Income* | Low-Income* | TOTAL UNITS* | |
| Rehabilitation Activity | | | | | | | | | |
| Preservation of Units At-Risk | | | | | | | | | |
| Acquisition of Units | | | | | | | | | |
| Total Units by Income | | | | | | | | | |

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|-----------------------|---------|--------------------|
| Jurisdiction | Antioch | |
| Reporting Year | 2019 | (Jan. 1 - Dec. 31) |

| Building Permits Issued by Affordability Summary | | |
|--|---------------------|--------------|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 2 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 12 |
| Above Moderate | | 279 |
| Total Units | | 293 |

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

| Housing Applications Summary | |
|--|-----|
| Total Housing Applications Submitted: | 3 |
| Number of Proposed Units in All Applications Received: | 434 |
| Total Housing Units Approved: | 0 |
| Total Housing Units Disapproved: | 0 |

| Use of SB 35 Streamlining Provisions | |
|---|---|
| Number of Applications for Streamlining | 0 |
| Number of Streamlining Applications Approved | 0 |
| Total Developments Approved with Streamlining | 0 |
| Total Units Constructed with Streamlining | 0 |

| Units Constructed - SB 35 Streamlining Permits | | | |
|--|--------|-----------|-------|
| Income | Rental | Ownership | Total |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

Cells in grey contain auto-calculation formulas

A136

Roadway Improvements



| Project No. | Project Title | Funding Source | Revised FY | | Fiscal Year | | | |
|-----------------|--|------------------------|----------------|----------------|--------------|--------------|--------------|--------------|
| | | | 18/19 | 19/20 | 20/21 | 21/22 | 22/23 | 23/24 |
| 7355 | Pedestrian/ADA Improvements | | | | | | | |
| Project Status: | Ongoing Program | Measure J | \$1,700 | \$0 | \$800 | \$0 | \$800 | \$0 |
| | | RMRA | \$527 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | Total Funding | \$2,227 | \$0 | \$800 | \$0 | \$800 | \$0 |
| 7358 | Sidewalk Repair Program | | | | | | | |
| Project Status: | Ongoing Program | Gas Tax | \$262 | \$150 | \$150 | \$150 | \$150 | \$150 |
| | | Sewer Fund | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
| | | Water Fund | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
| | | Total Funding | \$562 | \$450 | \$450 | \$450 | \$450 | \$450 |
| 7359 | Pavement Management System Program | | | | | | | |
| Project Status: | Ongoing Program | Gas Tax | \$44 | \$0 | \$30 | \$0 | \$30 | \$0 |
| | | Total Funding | \$44 | \$0 | \$30 | \$0 | \$30 | \$0 |
| 7362 | Pavement Surface Treatments | | | | | | | |
| Project Status: | Ongoing Program | Cal Recycle | \$0 | \$350 | \$0 | \$0 | \$0 | \$0 |
| | | RMRA | \$0 | \$0 | \$0 | \$700 | \$700 | \$0 |
| | | Measure J | \$0 | \$1,050 | \$0 | \$0 | \$0 | \$700 |
| | | Total Funding | \$0 | \$1,400 | \$0 | \$700 | \$700 | \$700 |
| 7363 | Hillcrest Ave. Left Turn at Wild Horse Road | | | | | | | |
| Project Status: | Planning/Design Stage | Assessment District 26 | \$0 | \$0 | \$230 | \$0 | \$0 | \$0 |
| | | Total Funding | \$0 | \$0 | \$230 | \$0 | \$0 | \$0 |
| 7746 | CDBG Downtown Roadway Rehabilitation Program | | | | | | | |
| Project Status: | Ongoing Program | CDBG Fund | \$385 | \$0 | \$800 | \$0 | \$500 | \$0 |
| | | Total Funding | \$385 | \$0 | \$800 | \$0 | \$500 | \$0 |

*Funding amounts given in thousands of dollars

A137

Roadway Improvements



| Project No. | Project Title | Funding Source | Revised FY | | Fiscal Year | | | |
|------------------------|---|----------------------|----------------|--------------|----------------|----------------|-------------|--------------|
| | | | 18/19 | 19/20 | 20/21 | 21/22 | 22/23 | 23/24 |
| 7751 | Lone Tree Way / Golf Course Road Pavement Resurfacing | | | | | | | |
| <i>Project Status:</i> | <i>Under Construction</i> | RMRA | \$1,862 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | Measure J | \$138 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | Cal Recycle | \$290 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | Total Funding | \$2,290 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 7920 | Hillcrest Avenue/E 18th Street Median Landscape | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | Measure J | \$0 | \$0 | \$500 | \$0 | \$0 | \$0 |
| | | Total Funding | \$0 | \$0 | \$500 | \$0 | \$0 | \$0 |
| 7921 | Point of Interest/Way-finding Signage | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | General Fund | \$0 | \$200 | \$0 | \$0 | \$0 | \$0 |
| | | Total Funding | \$0 | \$200 | \$0 | \$0 | \$0 | \$0 |
| 7922 | Traffic Calming Program | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | Gas Tax | \$0 | \$75 | \$75 | \$75 | \$75 | \$75 |
| | | Total Funding | \$0 | \$75 | \$75 | \$75 | \$75 | \$75 |
| 7925 | L Street Improvements | | | | | | | |
| <i>Project Status:</i> | <i>Planning/Design Stage</i> | RMRA | \$0 | \$250 | \$0 | \$1,200 | \$0 | \$0 |
| | | OBAG2- SRTS | \$0 | \$0 | \$0 | \$1,650 | \$0 | \$0 |
| | | Unfunded | \$0 | \$0 | \$0 | \$4,400 | \$0 | \$0 |
| | | Total Funding | \$0 | \$250 | \$0 | \$7,250 | \$0 | \$0 |
| 7927 | Roadway Pavement Rehabilitation in Various Locations | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | OBAG2- LSR | \$0 | \$0 | \$2,474 | \$0 | \$0 | \$0 |
| | | RMRA | \$0 | \$530 | \$200 | \$0 | \$0 | \$0 |
| | | Total Funding | \$0 | \$530 | \$2,674 | \$0 | \$0 | \$0 |
| 7940 | Pavement Plugs and Leveling Courses | | | | | | | |
| <i>Project Status:</i> | <i>Planning/Design Stage</i> | Measure J | \$1,900 | \$0 | \$0 | \$800 | \$0 | \$0 |
| | | RMRA | \$0 | \$0 | \$0 | \$0 | \$0 | \$800 |
| | | Total Funding | \$1,900 | \$0 | \$0 | \$800 | \$0 | \$800 |

*Funding amounts given in thousands of dollars

A138

Roadway Improvements



| Project No. | Project Title | Funding Source | Revised FY | | Fiscal Year | | | |
|---|---------------------------------|----------------------|----------------|----------------|----------------|-----------------|----------------|----------------|
| | | | 18/19 | 19/20 | 20/21 | 21/22 | 22/23 | 23/24 |
| 7941 | Streetlighting Improvements | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | Gas Tax | \$0 | \$0 | \$500 | \$500 | \$500 | \$500 |
| | | Total Funding | \$0 | \$0 | \$500 | \$500 | \$500 | \$500 |
| 7943 | Median Island Improvements | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | Gas Tax | \$151.5 | \$300 | \$400 | \$400 | \$400 | \$400 |
| | | Total Funding | \$151.5 | \$300 | \$400 | \$400 | \$400 | \$400 |
| 7951 | Curb Painting Program | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | Gas Tax | \$0 | \$100 | \$100 | \$100 | \$100 | \$100 |
| | | Total Funding | \$0 | \$100 | \$100 | \$100 | \$100 | \$100 |
| 7958 | Overhead Utility Undergrounding | | | | | | | |
| <i>Project Status:</i> | <i>Not Initiated</i> | Rule 20A Fund | \$0 | \$0 | \$0 | \$700 | \$0 | \$0 |
| | | Total Funding | \$0 | \$0 | \$0 | \$700 | \$0 | \$0 |
| Total Roadway Improvements Funding | | | \$7,560 | \$3,305 | \$6,559 | \$10,975 | \$3,555 | \$3,025 |

A139

*Funding amounts given in thousands of dollars

Traffic Signals



| Project No. | Project Title | Funding Source | Revised FY | | Fiscal Year | | | |
|-------------------------------|--|---------------------|------------|-------|-------------|-------|-------|-------|
| | | | 18/19 | 19/20 | 20/21 | 21/22 | 22/23 | 23/24 |
| 7447 | Traffic Signal: James Donlon Blvd./Metcalf St | | | | | | | |
| Project Status: | Not Initiated | Traffic Signal Fund | \$0 | \$0 | \$0 | \$0 | \$500 | \$0 |
| | | Total Funding | \$0 | \$0 | \$0 | \$0 | \$500 | \$0 |
| 7956 | Traffic Signal: Laurel Road/Canada Valley Road | | | | | | | |
| Project Status: | Planning/Design Stage | Traffic Signal Fund | \$23 | \$450 | \$0 | \$0 | \$0 | \$0 |
| | | Total Funding | \$23 | \$450 | \$0 | \$0 | \$0 | \$0 |
| Total Traffic Signals Funding | | | \$23 | \$450 | \$0 | \$0 | \$500 | \$0 |

*Funding amounts given in thousands of dollars

A140



CONTRA COSTA
transportation
authority

ANNUAL REPORTING FORM
for LOCAL STREET MAINTENANCE AND IMPROVEMENTS (LSM) FUNDS
(18% LSM FUNDS & 2.09% ADDITIONAL FUNDS)
FOR ELIGIBLE EXPENDITURES DURING FISCAL YEAR 2017-18

Jurisdiction: Antioch

If you have any questions regarding this form, please contact Matt Kelly at CCTA, 925-256-4730.
Please return the form to CCTA, along with the project detail spreadsheet, Attention: Wilma Van Hook, at the address below

| | Total for FY 2017-18 |
|--|----------------------|
| Balance as of July 1, 2017 | 2,685,771 |
| 18% + 2.09% Funds Received during FY 2017-18 (actual, not accrued) | 1,236,728 |
| Eligible Expenditures (Please describe all expenditures in excess of \$10,000 on the LSM Audit Reporting spreadsheet) | |
| Local Street and Roads | 351,976 |
| Growth Management Planning and Compliance | 37,534 |
| Transit Capital and Operations | |
| Trails | |
| Parking Facilities | |
| Transportation Demand Management/Transportation Systems Management | |
| Total Expenditures during FY 2017-18 | 389,510 |
| Funds Remaining | 3,532,989 |
| Interest Earned | 14,634 |
| Balance as of June 30, 2018 | 3,547,623 |

Form prepared by: Jo Castro Phone: (925) 779-6134
Email: jcastro@ci.antioch.ca.us
Title: Deputy Finance Director
Date: 11/14/2018

| Jurisdiction: ANTIOCH | | CCTA Measure J Local Streets & Roads Maintenance Audit Reporting Form (for expenditures of \$10,000 or more) | | |
|--------------------------------|---------------------------------|--|-------------------------------|-------------------------------------|
| Reporting Period: FY 2016-2017 | | | | |
| Project Type | Project Name | Project Description (Location, Limits) | Measure J Funds Expended (\$) | Reporting Metric (see instructions) |
| Local Streets and Roads | Sidewalk Improvements | Remove and replace sidewalks that have been damaged or raised due to tree roots or due to utility services repair work. Install new handicap ramps to bring the city in compliance with ADA. | \$ 288,337 | 190 ADA ramps installed |
| Local Streets and Roads | Transportation Impact Fee Study | The study will update the current traffic impact fee program | \$ 12,986 | N/A |
| Local Streets and Roads | Downtown Roadway Project | Replace aged pavement in the downtown area | \$ 46,948 | 1 mile of pavement |
| Local Streets and Roads | Traffic Signals | Various traffic signal and maintenance | \$ 29,889 | Install one signal light |
| Other | Transplan Membership | Antioch's share of Congestion Management Costs and other admin fees | \$ 37,534 | N/A |
| | | | | |
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A142

Measure J analysis of expenditures - FY18

| | Amount | Prior Yr A/P | Curr Yr A/P | Misc Rev | Report | Description | Category |
|---------------|------------|--------------|--------------|----------|------------|---------------------------------|-----------------------|
| 2227751-51621 | 1,874.24 | - | (166.98) | - | 1,707.26 | Lone Tree Way Pavement Overlay | Local Streets & Roads |
| 2227355-74000 | 837,210.76 | 365.55 | (549,238.90) | | 288,337.41 | Sidewalk Improvements | Local Streets & Roads |
| 2227452-74000 | 5,079.44 | 7,906.50 | - | | 12,985.94 | Transportation Impact Fee Study | Local Streets & Roads |
| 2227746-74000 | 46,947.75 | - | - | | 46,947.75 | Downtown Roadway Project | Local Streets & Roads |
| 2227925-74000 | 1,834.06 | 163.98 | - | | 1,998.04 | L Street Improvements | Local Streets & Roads |
| 2222530-63012 | 39,090.10 | 93.69 | (1,650.00) | | 37,533.79 | Transplan Membership | Growth Management |

| | |
|--------------|-------------------|
| Local Street | 351,976.40 |
| Growth | 37,533.79 |
| Total | <u>389,510.19</u> |

| | |
|------------------------|---------------------|
| Balance as of 7/1/2018 | 2,685,771 |
| 18% Funds Received | |
| Measure C(2017/2018) | <u>1,236,728</u> |
| Expenditures: | |
| Local Street | (351,976) |
| Growth | <u>(37,534)</u> |
| Total Expenditures | <u>(389,510)</u> |
| Funds Remaining | 3,532,989 |
| Interest earned | <u>14,634</u> |
| Balance at 6/30/2018 | <u>\$ 3,547,623</u> |
| G/L Cash Balance | <u>3,547,623</u> |
| | <u>-</u> |

A143



CONTRA COSTA
transportation
authority

sent to jreyest@ccta.net
11/1/2019

ANNUAL REPORTING FORM
for LOCAL STREET MAINTENANCE AND IMPROVEMENTS (LSM) FUNDS
(18% LSM FUNDS & 2.09% ADDITIONAL FUNDS)
FOR ELIGIBLE EXPENDITURES DURING FISCAL YEAR 2018-19

Jurisdiction: City of Antioch

If you have any questions regarding this form, please contact Matt Kelly at CCTA, 925-256-4730.
Please return the form to CCTA, along with the project detail spreadsheet, Attn: Jackie Reyes (address listed below)

| | Total for FY 2018-19 |
|--|----------------------|
| Balance as of July 1, 2018 | 3,547,623 |
| 18% + 2.09% Funds Received during FY 2018-19 (actual, not accrued) | 2,867,907 |
| Eligible Expenditures (Please describe all expenditures in excess of \$10,000 on the LSM Audit Reporting spreadsheet) | |
| Local Street and Roads | 582,474 |
| Growth Management Planning and Compliance | 79,308 |
| Transit Capital and Operations | |
| Trails | |
| Parking Facilities | |
| Transportation Demand Management/Transportation Systems Management | |
| Total Expenditures during FY 2018-19 | 661,781 |
| Funds Remaining | 5,753,749 |
| Interest Earned | 106,111 |
| Balance as of June 30, 2019 | 5,859,860 |

Form prepared by: Jo Castro

Phone: (925) 779-6134

Email: jcastro@ci.antioch.ca.us

Title: Deputy Finance Director

Date: 10/31/2019

A144

| Jurisdiction: ANTIOCH | | CCTA Measure J Local Streets & Roads Maintenance Audit Reporting Form (for expenditures of \$10,000 or more) | | |
|--------------------------------|-----------------------|--|-------------------------------|-------------------------------------|
| Reporting Period: FY 2018-2019 | | | | |
| Project Type | Project Name | Project Description (Location, Limits) | Measure J Funds Expended (\$) | Reporting Metric (see instructions) |
| Local Streets and Roads | Sidewalk Improvements | Remove and replace sidewalks that have been damaged or raised due to tree roots or due to utility services repair work. Install new handicap ramps to bring the city in compliance with ADA. | \$ 1,514,250 | 190 ADA ramps installed |
| Local Streets and Roads | L Street Improvements | Traffic studies and design work | \$ 19,574 | N/A |
| Other | Transplan Membership | Antioch's share of Congestion Management Costs and other admin fees | \$ 79,308 | N/A |
| | | | | |
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A145

Measure J analysis of expenditures - FY19

| | Amount | Prior Yr A/P | Curr Yr A/P | Misc Rev | Report | Description | Category |
|------------------------|--------------|------------------|---------------------|----------------|-------------------|---|-----------------------|
| 2227751-51621 | 2,263,078.82 | 166.98 | (1,357,445.39) | (1,861,720.00) | (955,919.59) | Lone Tree Way Pavement Overlay | Local Streets & Roads |
| 2227355-74000 | 1,055,230.66 | 549,238.90 | (90,219.52) | | 1,514,250.04 | Sidewalk Improvements | Local Streets & Roads |
| 2227362-74000 | 5,678.67 | | (1,109.98) | | 4,568.69 | Pavement Preventative Maintenance Program | Local Streets & Roads |
| 2227925-74000 | 19,574.46 | - | - | | 19,574.46 | L Street Improvements | Local Streets & Roads |
| 2222530-63012 | 94,429.02 | 1,650.00 | (16,771.25) | | 79,307.77 | Transplan Membership | Growth Management |
| | | | Local Street | | 582,473.60 | | |
| | | | Growth | | 79,307.77 | | |
| | | | Total | | <u>661,781.37</u> | | |
| Balance as of 7/1/2019 | | | 3,547,623 | | | | |
| 18% Funds Received | | | | | | | |
| Measure C(2018/2019) | | <u>2,867,907</u> | 2,867,907 | | | | |
| Expenditures: | | | | | | | |
| Local Street | | | (582,474) | | | | |
| Growth | | | <u>(79,308)</u> | | | | |
| Total Expenditures | | | <u>(661,781)</u> | | | | |
| Funds Remaining | | | 5,753,749 | | | | |
| Interest earned | | | <u>106,111</u> | | | | |
| Balance at 6/30/2018 | | | <u>\$ 5,859,860</u> | | | | |
| G/L Cash Balance | | | <u>5,859,860</u> | | | | |
| | | | <u>0</u> | | | | |

7/14/19


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brandon Peters, GIS Coordinator

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

SUBJECT: Bright Security Integrations Sole Source Request for Camera Data Storage Fees & Miscellaneous Repairs, Projects, and New Integrations

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving a sole source request;
2. Approving an agreement between the City and Bright Security Integrations for camera data storage fees, repairs, projects, and new integrations among Public Works, Police, City Hall, and other City facilities as needed for a total contract amount not to exceed \$189,269.92 and
3. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

Funding for this expenditure is included in the adopted fiscal year 2020-21 budget from multiple facilities such as Public Works Facilities Maintenance, the Police Department Facilities Maintenance, the Marina, and Information Systems.

DISCUSSION

The City Council adopted resolution 2020/105 on June 23, 2020 for a one-time camera installation fee for new cameras on City facilities. Staff is requesting City Council approve a sole source request with Bright Security Integrations for monthly data storage fees not to exceed \$189,269.92 with \$89,269.92 required for the camera data storage and \$100,000 in contingency funds for potential future expenses including, but not limited to, repairs, new projects, and additional integration at Public Works, Police, City Hall, and other City facilities as needed. The data storage can range from 30 days up to 2 years depending on the needs and requirements of the City facilities.

A sole source is requested because Bright Security has installed the new cameras and synced them with the BRIVO system integrated throughout City facilities. Bright Security is the only vendor able to provide repairs and troubleshoot issues on their proprietary system in a timely and efficient manner.

ATTACHMENT

A: Resolution

B: Camera Data Storage Quote

RESOLUTION NO. 2020/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SOLE SOURCE REQUEST, APPROVING AN AGREEMENT
BETWEEN THE CITY AND BRIGHT SECURITY INTEGRATIONS NOT TO EXCEED
\$189,269.92, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

WHEREAS, City Council approved resolution 2020/105 for Bright Security to install cameras on multiple City facilities;

WHEREAS, camera data storage fees of \$89,269.92 are required for keeping the footage the cameras record;

WHEREAS, \$100,000 of additional contingency money is needed for miscellaneous repairs, projects, and new integrations among Public Works, the Police Department, City Hall, and other City facilities as needed; and

WHEREAS, Bright Security Integrations maintains proprietary knowledge to repair and troubleshoot their systems and programs in a timely and efficient manner as needs arise;

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

1. Approves the sole source request;
2. Approves an agreement between the City and Bright Security Integrations to provide camera data storage services and miscellaneous repairs, projects, and new integrations among Public Works, the Police Department, City Hall, and other City facilities as needed in an amount not to exceed \$189,269.92; and
3. 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 11th day of August 2020 by the following vote:

AYES:

NOES:

ABSENT:

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

ATTACHMENT "B"

Bright Integrations LLC
2199 Harbor St.
Pittsburg, Ca 94565
925-308-4703



**Proposal:
City Of Antioch - Annual
Camera Subscription -
Wednesday, July 29, 2020**

Prepared for:

Brandon Peters
of
City of Antioch Department of Public Works

Prepared by:

Wrylee Higbee
on
7/29/2020



Number AAAQ1637

Date Jul 29, 2020

Sold To

City of Antioch Department of Public
Brandon Peters
1201 W. 4th Street
Antioch, CA 94509

Ship To

City of Antioch Department of Public
Brandon Peters
1201 W. 4th Street
Antioch, CA 94509

Your Sales Rep

Wrylee Higbee
888-949-2744

Phone 925-864-0070
Fax

Phone 925-864-0070
Fax

Vendor will integrate cameras into Eagle Eye with all cloud storage.

Note: Sales tax subject to change on final invoice.

Note: Additional work requested by the customer but not listed in the above scope of work will require a change order in writing and will carry an additional charge.

Terms

P.O. Number

Ship Via

| Line | Qty | Description | Unit Price | Ext. Price |
|-------------------------------|-----|--|-------------|-------------|
| Antioch Marina | | | | |
| 1 | 1 | Annual Fees For Cameras For 8 Cameras | \$2,720.32 | \$2,720.32 |
| APD | | | | |
| 2 | 1 | Annual Eagle Eye Subscription for 28 Cameras w/ 1 Year Storage | \$19,042.24 | \$19,042.24 |
| 3 | 1 | Annual Eagle Eye Subscription for 20 Cameras w/ 2 Year Storage | \$27,203.00 | \$27,203.00 |
| Investigative Building | | | | |
| 4 | 1 | Annual Fees for Access Control | \$1,500.00 | \$1,500.00 |
| 5 | 1 | Annual Fees for Cameras | \$1,200.00 | \$1,200.00 |
| 6 | 1 | Annual Fees for Alarm | \$540.00 | \$540.00 |

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Print Name

Signature

Date

| Line | Qty | Description | Unit Price | Ext. Price |
|--|-----|--|-------------|-------------|
| City Hall | | | | |
| 7 | 1 | Annual Fees for Cameras 90 Days 28 Cameras | \$9,521.12 | \$9,521.12 |
| Substation / Prewett Water Park / Commuinity Center | | | | |
| 8 | 1 | Annual Fees for Cameras 90 Days 54 Cameras | \$18,362.16 | \$18,362.16 |
| RV Park | | | | |
| 9 | 1 | Annual Fees For Cameras For 6 Cameras | \$2,040.24 | \$2,040.24 |
| Street and Park Cameras | | | | |
| 10 | 1 | Annual Fees For Cameras For 21 Cameras | \$7,140.84 | \$7,140.84 |

Recurring Amounts:

\$89269.92 Billed Yearly

| | |
|-----------------|---------------|
| SubTotal | \$0.00 |
| Tax | \$0.00 |
| Shipping | \$0.00 |
| Total | \$0.00 |

Please contact me if I can be of further assistance.

Wrylee Higbee 925-338-4262

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Print Name

Signature

Date

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Carlos Zepeda, Operations Supervisor

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

SUBJECT: Resolution Approving a First Amendment to the Agreement with Al Fresco Landscaping, Inc. Increasing the Contract Amount for Additional Landscape Enhancement Services in Various Rights-of-Ways Throughout the Street Lighting and Landscape Maintenance Districts (SLLMDs) as Allowable

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a first amendment to the Agreement with Al Fresco Landscaping, Inc. including an increase to the contract in the amount of \$600,000 for FY 2020-21 to FY 2022-23 for a total contract amount not to exceed \$1,304,800, for an additional 130 days of landscape enhancement services per year;
2. Authorizing the City Manager to execute the first amendment to the Agreement with Al Fresco Landscaping, Inc. in a form approved by the City Attorney.

FISCAL IMPACT

The approval of this amendment will increase the FY 2020-21 contract by \$200,000 with current funds in the SLLMDs budget, and (2) additional years' contracts, i.e.: FY 2021-22 and FY 2022-23, by \$200,000 each, for a total increase of \$600,000, and an overall not to exceed amount of \$1,304,800. Funding for fiscal years 2021-22 and 2022-23 will be allocated as part of the future budget approval process.

DISCUSSION

The City Council adopted a resolution, Reso. No. 2019/44 on March 26, 2019, establishing a median enhancement program that included the purchase of nursery stock, contracted stamped concrete work, and a landscape enhancement crew to facilitate landscape median enhancement services throughout the City, in the amount of \$153,600 for 100 days of work. Staff would like to add \$200,000 to each year remaining in the contract to provide an additional 130 days per year of work for landscape enhancement work in

various rights-of-ways within the City's SLLMDs as allowable. The landscape enhancement work will include, but is not limited to, removing dead plant material, repairing irrigation, planting nursery stock as directed by the City, suppressing weeds and adding bark mulch.

The additional work will allow for almost year-round landscape enhancement services and the continued beautification of the City.

ATTACHMENTS

A: Resolution

B: Contract Amendment

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH
AL FRESCO LANDSCAPING, INC. FOR ADDITIONAL LANDSCAPE ENHANCEMENT
SERVICES IN VARIOUS RIGHTS-OF-WAYS THROUGHOUT THE CITY'S STREET
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS AS ALLOWABLE AND
INCREASING THE CONTRACT AMOUNT BY \$600,000, AUTHORIZING THE CITY
MANAGER TO SIGN THE FIRST AMENDMENT**

WHEREAS, the City Council adopted Resolution No. 2019/44 on March 26, 2019 authorizing the enhancement of medians that included the purchase of nursery stock, contracted stamped concrete work and a landscape enhancement crew working 100 days providing landscape work throughout the City of Antioch;

WHEREAS, on March 26, 2019, the City of Antioch and Al Fresco Landscaping Inc. entered into an agreement for landscape enhancement services ("Agreement");

WHEREAS, further enhancements will be provided by increasing the contract amount by \$600,000 to facilitate an additional 130 days of landscape enhancement work in various rights-of-ways throughout the City's landscape districts for continued beautification of the City; and

WHEREAS, additional funding is currently available in the SLLMD Budget for FY 2020-21 and funding for future years will be allocated as part of the future budget approval process.

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

1. Approves the first amendment to the Agreement with Al Fresco Landscaping, Inc. including an increase to the contract in the amount of \$600,000 for FY 2020-21 to FY 2022-23 for a total contract amount not to exceed \$1,304,800, for an additional 130 days of landscape enhancement services per year;
2. Authorizes the City Manager to execute the first amendment to the Agreement with Al Fresco Landscaping, Inc. 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 11th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

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

ATTACHMENT "B"

AMENDMENT NO. 1 TO AGREEMENT FOR PO P210159 AL FRESCO LANDSCAPING INC

This Amendment No. 1 is entered into and effective as of the 12th day of August, 2020, amending the agreement dated **March 26th, 2019** (the "Agreement") by and between the City of Antioch, a municipal corporation of the State of California ("City"), and Al Fresco Landscaping Inc for landscape enhancement services.

RECITALS

A. The Parties desire to alter the Agreement's contract total by **increasing the PO total to the 4-man crew for additional landscape enhancement services throughout various landscape district zones in the City of Antioch on an as needed basis; and**

B. The Parties have negotiated and agreed to increase the yearly totals (not the daily rates), which is attached to and incorporated by this reference as Exhibit "A," Bid Submittals.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit "A" to the Agreement, which describes the fiscal year price, is hereby deleted and replaced with Exhibit "A" attached hereto.

2. The total amount of compensation to be paid to Contractor under the Agreement is hereby increased by **Two Hundred Thousand dollars (\$200,000)** every year the contract is valid (expiring in 2023) for a new contract total not to exceed amount of **One Million Sixty-Seven Thousand, Two Hundred dollars (\$1,067,200)**.

3. Except as amended herein, all provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. This includes the daily rates that were provided from the original bid shown in Exhibit "A"

4. All requisite insurance policies to be maintained by Contractor pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

CONTRACTOR:

CITY:

* By: _____

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

Printed Name: _____

Title: _____

ATTEST:

** By: _____

By: _____
Arne Simonsen, MMC, City Clerk

Printed Name: _____

APPROVED AS TO FORM:

Title: _____

By: _____
Thomas Lloyd Smith, City Attorney

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a Corporation, Amendment must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, or
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

EXHIBIT "A"

| CONTRACT YEAR | COST PER 8 HOUR DAY | | APPROX. DAYS PER YEAR | | COST PER YEAR | | Additional Funding |
|---|--------------------------------|---|----------------------------------|---|-----------------------------|---|-------------------------------|
| 04-01-19 to 06-30-19: | <u>\$ 1,440.00</u> | X | 65 | = | <u>\$ 93,600.00</u> | + | <u>\$ -</u> |
| 07-01-19 to 06-30-20: | <u>\$ 1,440.00</u> | X | 100 | = | <u>\$ 144,000.00</u> | + | <u>\$ -</u> |
| 07-01-20 to 06-30-21: | <u>\$ 1,536.00</u> | X | 100 | = | <u>\$ 153,600.00</u> | + | <u>\$ 200,000.00</u> |
| A-1 Subtotal: | | | | | <u>\$ 391,200.00</u> | = | <u>\$ 591,200.00</u> |
| Optional - 07-01-21 to 06-30-22: | <u>\$ 1,536.00</u> | X | 100 | = | <u>\$ 153,600.00</u> | + | <u>\$ 200,000.00</u> |
| Optional - 07-01-22 to 06-30-23: | <u>\$ 1,600.00</u> | X | 100 | = | <u>\$ 160,000.00</u> | + | <u>\$ 200,000.00</u> |
| A-2 Subtotal: | | | | | <u>\$ 313,600.00</u> | = | <u>\$ 713,600.00</u> |
| TOTAL ANNUAL COST FOR LINE ITEMS A-1 and A-2 : | | | | | <u><u>\$ 704,800.00</u></u> | | <u><u>\$ 1,304,800.00</u></u> |


Pre-Emergent Herbicide MATERIALS rate Per Square Foot: \$ 0.05



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director 

SUBJECT: Resolution Approving Agreement for Water Park Repair and Maintenance Services with Sole Source Justification

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a sole source maintenances services agreement between the City and National Aquatic Services ("NAS") for the Antioch Water Park in an amount not to exceed \$70,000 and authorizing the City Manager to execute the maintenance services agreement.

FISCAL IMPACT

The funding for maintenance and repair services is included in the Fiscal Year 2020-2021 Budget for Recreation; Water Park operations.

DISCUSSION

In June 2019 the long-term Aquatic Maintenance Worker II resigned from the City of Antioch, which left a significant void during the peak season. State and County regulations mandate that the oversight of chemical systems, pool maintenance and facility operations be conducted daily by a Certified Pool Operator ("CPO"). This situation resulted in the need to implement emergency purchasing procedures as outlined in the Antioch Municipal Code, Title 3 Finance, Chapter 4 Purchasing and Finance, Section 3-4.28 Emergency Procedure. Staff immediately set out to secure the services of a certified company to meet the required mandates for aquatics/pool operations and was successful in retaining National Aquatic Services ("NAS"). National Aquatic Services is the sole provider of CPO services in East Contra Costa County and provided the City with pool maintenance and chemical oversight services during the 2019 season.

The pumps and waterfalls located in the pool known as Boulder Pool have been out of commission for two years. They are the original pumps and waterfalls installed in 1996-1997 when the facility was constructed. This individual pool is highly popular with families and elementary-aged children, and the waterfalls coming from the boulders and pipes are the key attraction. NAS is experienced in the repair and replacement of water

features at pools and water parks and will repair and replace the system in order to restore all water features in the Boulder Pool.

The new aquatic maintenance worker hired in December 2019 has an extensive skill set and background in facility maintenance and operations and needs additional training and certification in certified pool operations. The maintenance worker has obtained the CPO required, along with other pool certifications, and NAS will continue to support city staff with pool maintenance and general repairs as needed during FY20-21.

Maintenance and repair services of this significant nature for the water park is recommended for sole source due to the unique circumstances requiring regulatory oversight, staff experience and contractual expertise.

ATTACHMENTS

- A. Resolution
- B. Maintenance Services Agreement

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SOLE SOURCE REQUEST FOR THE REPAIR AND
MAINTENANCE OF WATER PARK FEATURES AND AUTHORIZING THE CITY
MANAGER TO EXECUTE A MAINTENANCE SERVICES AGREEMENT**

WHEREAS, the City operates and manages the Antioch Water Park, which is a highly regarded community amenity for teaching life-long swimming skills, engaging families and friends, and providing critical employment for young adults;

WHEREAS, the waterfalls and features need repair and replacement after twenty-five years of use;

WHEREAS, State and County regulations mandate that the oversight of chemical systems, pool maintenance and facility operations be conducted daily by a Certified Pool Operator (“CPO”);

WHEREAS, National Aquatic Services is the sole provider of CPO services in East Contra Costa County;

WHEREAS, National Aquatic Services provided the City with pool maintenance and chemical oversight services during the 2019 season; and

WHEREAS, the funding required to complete the repair is included in the approved Fiscal Year 20-21 Recreation budget and no amendment to the budget is required.

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

1. Approves a sole source maintenance services agreement with National Aquatic Services in an amount not to exceed \$70,000 in substantially the form of Attachment B
2. Authorizes the City Manager to execute a maintenance services agreement with National Aquatic Services in an amount not to exceed \$70,000 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 11th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

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

**CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 23rd day of June, 2020 and effective as of July 1, 2020, by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and National Aquatics Services, Inc., a Corporation with its principal place of business at PO Box 2168, Brentwood, CA 94513 ("**Contractor**"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing aquatics maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Antioch Water Park scheduled, and special maintenance projects ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional aquatics maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **July 1st, 2020 to June 30th, 2021** unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Recreation Supervisor or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Sean Senior, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors

shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to,

the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against

any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks,

confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Seventy Thousand Dollars (\$70,000) without written approval of City's Recreation Supervisor. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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.

b. 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the

City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

National Aquatics Services, Inc.,
P.O. Box 2168
Brentwood, CA 94513
Attn: Sean Senior

City:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, 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 alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims,

suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section

are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]


**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND NATIONAL AQUATIC SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 23rd day of June, 2020.

CITY OF ANTIOCH

National Aquatic Services, Inc.

Rowland E. Bernal Jr.
City Manager


Signature

ATTEST:

Sean Senior

Arne Simonsen
City Clerk, CMC

President
Title

Approved As To Form:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Monthly Services Including:

Test, monitor and balance the water chemistry
Written logs of visits and water chemistry
Pool brushing
Pool skimming as needed each visit
Weekly backwashing of Pentair filters
Daily bump cycle on the 3 Neptune Defender filters
Cleaning out of the skimmer baskets
Cleaning out of the hair and lint pots as needed each visit
Clean chemical probes
Check and clean chemical injectors as needed
Monitor chemical feed system and chemicals
Monitor heaters for proper function

EXHIBIT "B"

SCHEDULE OF SERVICES

NAS will visit and perform scheduled services twice per week as directed by recreation staff. NAS will also perform additional aquatics maintenance repairs as necessary.

EXHIBIT "C"

COMPENSATION

MONTHLY SERVICE RATE OF \$2,600 FOR TWICE PER WEEK SERVICE. ADDITIONAL
RATES FOR REPAIRS, PARTS ADDITIONAL SERVICES AS NECESSARY.

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 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.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 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.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 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.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

☐ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

☐ Insurance appropriates to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

☐ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

☐ Insurance appropriates to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

☒ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees and completes waiver)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

☐ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

☐ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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 City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ___ Bid Bond
- ___ Performance Bond
- ___ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis

for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

___ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

___ **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. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

___ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by 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. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
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 work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

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.

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.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.


Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Compensation Study

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

- 1) Approving a Consulting Services Agreement between the City and Koff & Associates (“Agreement”) in the amount of \$82,200; and
- 2) Authorizing the City Manager to execute the Agreement; and
- 3) Authorizing the City Manager or designee to make the appropriate FY21 General Fund budget adjustment to pay for the Agreement.

FISCAL IMPACT

The firm selected is Koff & Associates at a total cost of \$82,200. The adopted FY21 General Fund budget allocates \$30,000 for this compensation study. A budget amendment of \$52,200 will be needed to cover the cost of the study.

DISCUSSION

On October 25, 2019 the City of Antioch released a Request for Proposal for a Compensation Study. It was prior to 2008 as to when the City last conducted a comprehensive compensation study, particularly with assistance from either qualified human resource management firms or consulting firms. It is to be noted that the Memorandum of Understanding between the City of Antioch and the Antioch Public Works Employee Association Article 11: Salaries, Wage Escalation and Salary Section 11.9 Salary Survey states “The parties understand and agree that the purpose of the survey is to gather data. Completion of this survey in no way implies an intent or commitment to compensate any classifications beyond the established salary ranges.”

The closing date and time for submitting proposals was November 22, 2019 at 5:00 p.m. The following firms submitted Proposals:

- University Research Associates
- Koff & Associates

The Administrative Services Director and City Manager met in December 2019 to go through each of the firms submitted proposals. Based on proposals received, Koff & Associates was chosen because of their extensive knowledge of Bay Area Cities, the range of options presented, and amount of designated and knowledgeable staff assigned to this project.

Since it has been seven months since the closing date and time for submitting proposals, Koff & Associates has agreed to honor their original cost submitted on November 22, 2019.

Attachment A contains the Resolution and Consulting Services Agreement to be executed by the City Manager and Koff & Associates. Attachment B contains Koff & Associates proposal for the Compensation Study.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Consulting Services Agreement

B. Koff & Associates Proposal

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTING SERVICES
AGREEMENT WITH KOFF & ASSOCIATES AND AUTHORIZING THE
APPROPRIATE BUDGET ADJUSTMENT**

WHEREAS, the City's most recent compensation study with assistance from either Human Resource Management Firms or Consulting Firms was conducted prior to 2008;

WHEREAS, the City seeks to conduct a compensation survey for the purpose of gathering data of the salaries in neighboring cities;

WHEREAS, on October 25, 2019 the City of Antioch released a Request for Proposal for a Compensation Study;

WHEREAS, the closing date and time for submitting proposals was November 22, 2019 at 5:00 p.m. and proposals were submitted by University Research Associates and Koff & Associates;

WHEREAS, in December 2019, the Administrative Services Director and City Manager reviewed the proposals and selected Koff & Associates to perform the Compensation Study;

WHEREAS, the compensation study will include full-time and part-time classifications;

WHEREAS, the compensation study will include a total compensation analysis of salary and benefits to provide the City with an accurate assessment of how its compensation plan compares with the selected labor market agencies; and

WHEREAS, \$30,000 was included in the adopted FY21 General Fund budget for a compensation study.

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

Section 1. Approves a Consulting Services Agreement with Koff & Associates in the amount of \$82,200 in substantially the form attached as Exhibit A to Attachment A;

Section 2. Authorizes the City Manager to execute the Consulting Services Agreement with Koff & Associates (Exhibit "A") in the amount of \$82,200 and in a form approved by the City Attorney; and

RESOLUTION NO. 2020/**

August 11, 2020

Page 2

Section 3. Authorizes the City Manager or designee to make the appropriate FY21 General Fund budget adjustment for the Consulting Services Agreement with Koff & Associates (Exhibit "A").

* * * * *

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 11th day of August, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND KOFF & ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Koff & Associates ("Consultant") as of August 11, 2020.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Request for Proposal (RFP) 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 the Request for Proposal (RFP), 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 August 10, 2021 or the date of completion specified in the Request for Proposal (RFP) and Consultant shall complete the work described in the Request for Proposal (RFP) 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' 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 bid pricing in the Request for Proposal (RFP) Option 1 not to exceed \$82,200. Total charges for services will be on a price times volume basis, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. 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:

- The beginning and ending dates of the billing period;
- Detail accounting of service billing elements and volume and Total Services Fees

2.2 Payment Schedule.

2.2.1 The City shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).

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

2.5 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. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor 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 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 insured's 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 coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
- 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.
- 5.5 **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 B 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 B 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.

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 Nickie Mastay, Administrative Services Director ("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:

Georg S. Krammer
Chief Executive Officer
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Any written notice to City shall be sent to:

City Manager
City of Antioch
PO Box 5007
Antioch, CA 94531-5007

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit B, 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.

(all signatures are on the next page)

CITY:

CITY OF ANTIOCH

Ron Bernal, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

[NAME OF CONSULTANT]

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

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



July 28, 2020

Total Compensation Study Project Timeline

City of Antioch

KOFF & ASSOCIATES

Celebrating 35 years 1984 – 2019

GEORG S. KRAMMER
Chief Executive Officer

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

gkrammer@koffassociates.com
Tel: 510.658.5633
Fax: 510.652.5633



PROJECT TIMELINE

Our professional experience is that compensation studies of this scope and for this size organization take approximately four months to complete, allowing for adequate compensation data collection and analysis, review steps by the City, the development of final reports, any appeals, and presentations.

The following is a suggested timeline based on a start date of the project by mid-August (which can be modified based on the City's needs) pending the City Council's approval of a contract on August 11, 2020:

| Deliverables | Total Compensation Survey | Completion by 2020/2021 |
|--------------|--|----------------------------|
| A. | Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required | August 21 |
| B. | List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected | August 28 |
| C. | Data from Comparators | November 6 |
| D. | Analysis and Preliminary Review of Data (at this stage, we will submit the market survey, spreadsheets, findings, and results to the City) | November 20 |
| E. | Draft Compensation Findings/Additional Analysis/Study Project Team Meetings (this Deliverable's timing depends on how long it will take City stakeholder groups to review the market survey and submit questions to K&A to which we will then respond) | December 11 |
| F. | Analysis of Internal Relationships and Alignment | December 18 |
| G. | Compensation Structure and Implementation Plan | December 18 |
| H. | Final Report and Guidelines for Implementation | December 31 |
| I. | Formal Appeals Process * | As Needed |
| J. | Final Presentation | As Scheduled |



November 22, 2019

Total Compensation Study Proposal

City of Antioch

KOFF & ASSOCIATES

Celebrating 35 years 1984 – 2019

GEORG S. KRAMMER
Chief Executive Officer

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

gkrammer@koffassociates.com

Tel: 510.658.5633

Fax: 510.652.5633

November 22, 2019

Ms. Nickie Mastay, Administrative Services Director
City of Antioch/Human Resources Department
200 H St.
Antioch, CA 94531

Dear Ms. Mastay:

Thank you for the opportunity to respond to your Request for Proposals for a **Total Compensation Study** for the **City of Antioch** ("City"). We are most interested in assisting the City with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, JPAs, and non-profit agencies throughout California, including many clients in the San Francisco Bay Area.

Koff & Associates is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for 35 years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our firm's extra effort has resulted in close to *100% implementation* of all of our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As President of the firm, Katie Kaneko would assume the role of Project Director and be responsible for the successful completion of project. We can be reached at our Berkeley address and the phone number listed on the cover page. Katie's email is kkaneko@koffassociates.com and my email is gkrammer@koffassociates.com.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity provide professional services to the **City of Antioch**.

Sincerely,



Georg S. Krammer
Chief Executive Officer



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PROPOSER QUALIFICATIONS

Koff & Associates ("K&A") is a full-spectrum, public-sector human resources and recruitment services firm that was founded in 1984 by Gail Koff; K&A has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their human resources needs for 35 years.

We are a private California corporation, #2785458, and our legal name is Kaneko and Krammer Corp. dba Koff & Associates, Inc. We were incorporated on September 23, 2005. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the western region.

We are a California State-certified Small Business Enterprise (#58366), and through the County of Alameda, we are also a locally certified Local, Small Local, and Very Small Local Business Enterprise.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; training and development; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

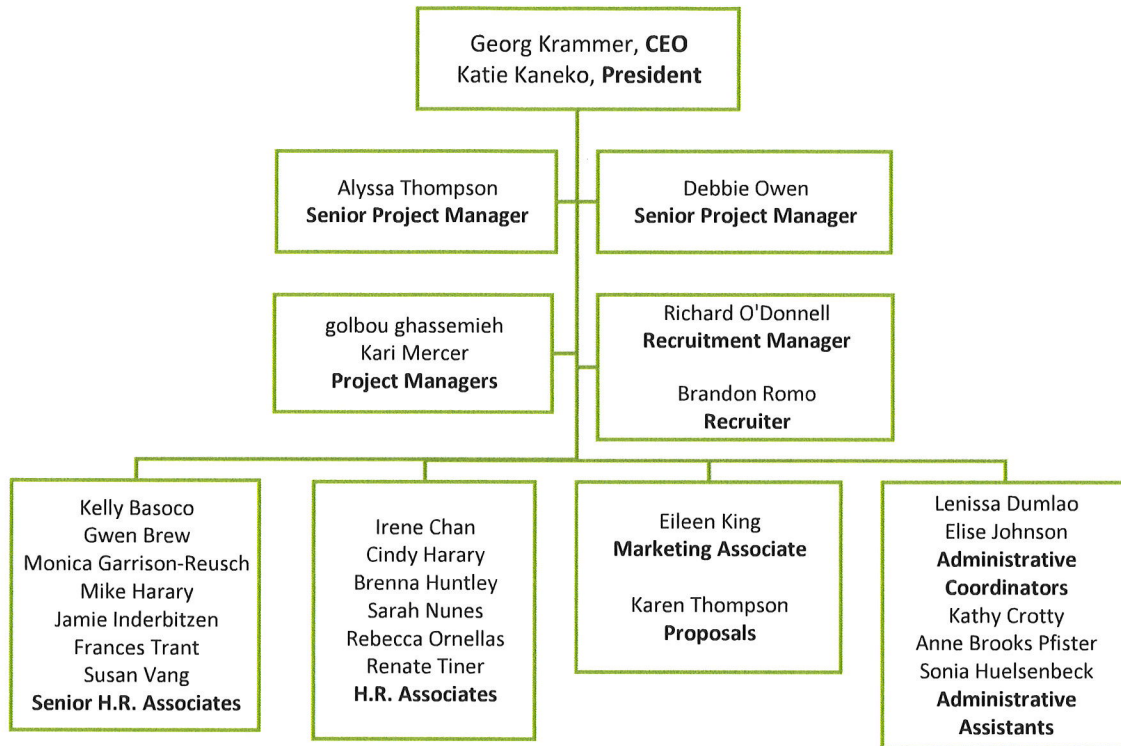
Without exception, all of our classification and compensation studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that in working with hundreds of public agency clients and completing hundreds of classification and/or compensation and other types of studies, we have only had a handful of formal appeals in our entire history.



Our team consists of 28 employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for the City.

Following are short biographies of the specific staff who will be assigned to this study:

Catherine “Katie” Kaneko, C.P.A., P.H.R.
President

Katie is one of the two principals of Koff & Associates. She brings more than 25 years of management-level human resources and consulting experience to K&A. She has extensive experience in classification analysis and evaluation techniques, compensation, performance incentive programs, recruitment, and organizational studies.

Armed with her Bachelor of Business Administration degree, and as a CPA (Certified Public Accountant), Katie began her career in an international accounting/consulting firm. She transitioned into Human Resources within the firm to become the Human Resources Director of the San Francisco office. She next



moved into the high-tech industry where she served in leadership positions for high-growth companies, startup firms, and organizations in transition. Katie then moved to the public sector, joining K&A in 2003 and has been the firm's President since 2005; over the last 16 years, she has overseen hundreds of compensation, classification, organizational and other studies for cities, counties, and special districts throughout California.

Agencies for whom classification and/or compensation studies, or HR Services (such as organizational assessments, executive performance evaluations, succession planning studies, etc.) were led by Katie, as Project Director, during the last few years, include, but are not limited to, the following:

- **Cities and/or Towns:** Albany, Belmont, Benicia, Calistoga, Carmel, Coachella, Crescent City, Cupertino, Danville, Dinuba, Fairfield, Galt, Hayward, Hillsborough, Los Altos, Los Gatos, Madera, Manteca, Moraga, Morgan Hill, Mt. Shasta, Newman, Palo Alto, Paradise, Piedmont, Redwood City, Rohnert Park, Sacramento, San Bruno, San Pablo, Santa Cruz, Santa Rosa, Seaside, Sonoma, Tracy
- **Counties:** El Dorado, Humboldt, Mendocino, Merced, Placer, San Joaquin, San Mateo, Sonoma, Tuolumne, Yuba
- **Courts:** Superior Court of the County of Alameda, Superior Court of San Joaquin County
- **Education:** First Five Contra Costa, First Five Santa Clara, Hartnell College, Salinas Union High School District, Southwestern Community College District, Travis Unified School District
- **State:** California State Compensation Insurance Fund; California State Auditor's Office
- **Other:** Municipal Pooling Authority, Public Agency Risk Sharing Authority of California
- **Special Districts:**
 - Air Quality: Bay Area Air Quality Management District
 - Community Services District: Cosumnes Community Services District, Discovery Bay Community Services District, Groveland Community Services District, Livermore Area Rec and Park District, Mendocino Coast Recreation & Park District, Rancho Murieta Community Services District, Town of Discovery Bay CSD
 - Fire and Police Protection: Central Fire District of Santa Cruz County, East Contra Costa Fire Protection District
 - Housing/Economic Development: Oakland Housing Authority
 - Open Space: Midpeninsula Regional Open Space District, Santa Clara Valley Open Space Authority, Sonoma County Open Space District
 - Public Utilities: Northern California Power Agency
 - Retirement: Contra Costa County Employees' Retirement Association, Retirement Office of City of San José
 - Solid Waste: Alameda County Waste Management Authority, Humboldt Waste Management Authority, Monterey Regional Waste Management District, Salinas Valley Solid Waste Authority
 - Transportation: Alameda Contra Costa Transit District, San Francisco County Transportation Authority, Solano Transportation Authority
 - Wastewater: Castro Valley Sanitary District, Central Contra Costa Sanitary District, Dublin San Ramon Services District, East Palo Alto Sanitary District, Encina Wastewater Authority, Fairfield Suisun Sewer District, Las Gallinas Sanitary District, Monterey Regional Water Pollution Control Agency, Mt. View Sanitary District, Vallejo Flood and Wastewater District, West Valley Sanitation District



- Water: Alameda County Water District, Coastside County Water District, Indian Wells Valley Water District, North Coast County Water District, Santa Clara Valley Water District, Valley County Water District, Zone 7 Water Agency

Katie will be key personnel and serve as the Co-Project Director for this project; she will coordinate all of K&A's efforts, will attend all meetings with the City, and will be responsible for all work products and deliverables.

Alyssa Thompson, Ph. D.
Senior Project Manager

Alyssa has over 12 years of human resources experience in classification and compensation analysis and development, performance management, affirmative action program development, and recruitment. Alyssa also has experience in designing and conducting quantitative and qualitative research studies.

Since joining K&A in 2007, Alyssa has led and worked on well over 300 classification, compensation, organizational assessment, and recruitment projects for cities, counties, and special districts, including but not limited to some of these more recent projects:

- **Cities and Towns:** Concord, Danville, Discovery Bay, Fremont, Hayward, Hillsborough, Los Altos Hills, Monterey, Napa, Oakland, Orange, Palm Desert, Piedmont, Redlands, Sacramento, San Diego, Santa Barbara, Santa Rosa, Vallejo
- **Counties:** Bernalillo (New Mexico), Humboldt, Orange, Placer, San Joaquin, San Mateo, Solano, Tehama, Tuolumne
- **Special Districts:**
 - Community Services District: Cosumnes CSD, Hayward Area Recreation and Park District, Heritage Ranch CSD, Tualatin Hills Park & Recreation District (OR)
 - Fire and Police Protection: Sacramento Metropolitan Fire District
 - Housing/Economic Development: Housing Authority of the County of Alameda, Oakland Housing Authority, San Diego Housing Commission, Santa Clara County Housing Authority
 - Open Space: Midpeninsula Regional Open Space District
 - Public Utilities: East Bay Municipal Utility District, Northern California Power Agency
 - Transportation: Alameda County Transportation Commission, Livermore Amador Valley Transit Authority, Metropolitan Transportation Commission, Ontario International Airport, Port of Hueneme, Port of Long Beach, Riverside County Transportation Commission, SACOG (Sacramento Area Council of Governments), Western Riverside Council of Governments
 - Wastewater: Central Contra Costa Sanitary District, Central Marin Sanitation Agency, Encina Wastewater Authority, Orange County Sanitation District, Vallejo Flood and Wastewater District
 - Water: Alameda County Water District, Bay Area Water Supply & Conservation Agency, Coastside County Water District, Contra Costa Water District, Dublin San Ramon Services District, Mid-Peninsula Water District, San Bernardino Valley Water Conservation District, Santa Clara Valley Water District, Santa Clarita Valley Water Agency, South Coast Water District, Valley County Water District, Zone 7 Water Agency



- **Education:** Alameda Unified School District, Berkeley Unified School District, Cutler-Orosi Unified School District, Foothill-De Anza Community College District, Mount San Antonio College, Salinas Union High School District, Travis Unified School District, West Valley Mission Community College District
- **Courts:** Habeas Corpus Resource Center, Superior Court of California-County of Orange

She earned a Bachelor's degree in Psychology with a minor in Sociology-Organizational Studies from the University of California, Davis, and a Ph.D. in Organizational Psychology from Alliant International University.

Alyssa will serve as the Co-Project Director for this project; she will help coordinate all of K&A's efforts, will attend all meetings with the City, and will be responsible for work products and deliverables, as well as provide consultant support throughout the effort, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Jamie Inderbitzen, HRAC, CCC, PCM, CAPM
Senior H.R. Associate

Jamie has over 12 years of human resource program experience, most of which have been spent serving as either a team consultant or project manager working for the State of California Department of Human Resources. Her primary professional focus over the last several years has been on classification and compensation practices.

Prior to joining K&A, she performed classification and compensation consulting services to the California Department of Veterans Affairs, California Department of Transportation, California Department of Consumer Affairs, Department of State Hospitals, and Department of Developmental Services, to name a few. She served as project manager on various projects including the State of California's Classification Abolishment and Consolidation project. During her tenure as a public sector employee, Jamie also gained experience in labor relations, policies and procedures administration, recruitment activities and performance management. Jamie served as a statewide trainer and was charged with the development and delivery of various training courses related to Classification and Compensation, such as Position Allocation and Duty Statement Writing. She has also taught workshops on Business Process Improvement.

Given her professional experience, education and training, Jamie consistently provides accurate, analytical, and professional results that are utilized by her clients in making decisions that provide short and long-term solutions as well as help meet organizational goals.

Since joining K&A, Jamie has worked on studies for the following clients:

- **Cities:** Anaheim, Citrus Heights, Davis, East Palo Alto, Paradise, Pleasant Hill, Rohnert Park, San Diego, and Santa Monica.
- **Counties:** Humboldt, Solano.
- **Special Districts:** Central Marin Sanitation Agency, Cosumnes Community Services District, Housing Authority of San Luis Obispo, and Sacramento Regional Transit District.

Jamie has a Human Resources Academy Certificate (HRAC) from California State University, Sacramento, and a Classification and Compensation Credential (CCC) from the California Department of Human



Resources. She is a Certified Associate in Project Management (CAPM). In addition, she holds certifications as a Paralegal, Life Coach, and certified Prosci Change Manager (PCM).

Jamie will provide Senior H.R. Associate support for this project, including compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Susan Vang, B.S.
Senior H.R. Associate

Susan has over six years of human resources consulting experience in classification and compensation, recruitment and selection, and employment testing for the public sector.

Susan has experience providing technical support on a variety of classification and compensation projects including City of El Segundo, Counties of Sonoma, Lake, and Madera. In addition, Susan worked on the Merit System Services (MSS) contract with the California Department of Human Resources, providing recruitment and selection support to 27 California County Departments of Social Services and Child Support Services.

Since joining K&A, Susan has worked on studies for the following:

- **Cities:** Alameda, El Monte, Los Altos, Morgan Hill, Mount Shasta, Oakland, Piedmont, Santa Barbara, Santa Cruz, Santa Rosa, Vallejo
- **Education:** College of the Sequoias, Hartnell Community College, Foothill-DeAnza Community College District, Riverside Community College District, Southwestern Community College District
- **Special Districts:** Calaveras County Water District, California Association of Sanitation Agencies (CASA), Delta Diablo Sanitation District, Dublin San Ramon Services District, Marin County Transit District, Metropolitan Transportation Commission (MTC), Ojai Valley Sanitary District, Santa Clara Valley Water District, Santa Cruz Metropolitan Transit District, Vallejo Flood and Wastewater District, Zone 7 Water Agency

A Northern California native, Susan earned her B.S. degree in molecular environmental biology from the University of California, Berkeley.

Susan will provide H.R. Associate support for this project, including compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Brenna Huntley, M.S.
H.R. Associate

Prior to joining the K&A team in early 2017, Brenna worked in human services and education to connect people with the services and information most important to them. Her transition into human resources consulting allows her to continue this trend, focusing on classification and compensation studies to deliver sound market data and recommendations to clients. In addition to her professional pursuits, Brenna has spent several years conducting research studies in academic laboratories, investigating questions surrounding leadership effectiveness, organizational culture, and employee selection.



Since joining K&A, Brenna has worked on classification, compensation, or organizational studies for the following agencies:

- **Cities/Towns:** Belmont, Cupertino, East Palo Alto, Los Altos Hills, Milpitas, Moraga, Mt. Shasta, Palm Desert, Paradise, Pleasant Hill, Redlands, Redwood City, San Bruno, Santa Cruz, Santa Monica, Vallejo
- **Counties:** Humboldt, Monterey, Contra Costa
- **Special Districts:** Alameda Housing Authority, Costa Mesa Sanitary District, Dublin San Ramon Services District, Encina Wastewater Authority, Foothill-DeAnza Community College District, Habeas Corpus Resources Center, Las Gallinas Valley Sanitary District, Leucadia Wastewater Authority, Livermore Amador Valley Transit Authority, Marina Coast Water District, Midpeninsula Regional Open Space District, Mid-Peninsula Water District, Mt. View Sanitation District, Rancho Murieta Community Services District, Riverside County Transportation Commission, SACOG (Sacramento Area Council of Governments), San Bernardino International Airport Authority, Santa Clara County Housing Authority, Santa Clarita Valley Water Agency

Brenna earned her B.A. degree in Psychology from San Diego State University, and her M.S. degree in Industrial/Organizational Psychology from San Francisco State University.

She will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Renate Tiner, B.S.
H.R. Associate

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration.

Since joining Koff & Associates in 2017, Renate has worked on Classification and Compensation Studies for the following agencies:

- **Cities:** Bellflower, Concord, Cupertino, El Monte, Hillsborough, Los Altos, Mt. Shasta, Piedmont, Rohnert Park, San Diego, Sausalito, West Sacramento
- **Special Districts:** Alameda County Transportation Commission, Bay Area Water Supply and Conservation Agency, Eastern Municipal Water District, Dublin-San Ramon Services District, Foothill-De Anza Community College District, Groveland Community Services District, Los Angeles County Employees Retirement Association, Metropolitan Transportation Commission, Midpeninsula Regional Open Space District, Port of Long Beach, Riverside Community College District, and San Joaquin County Superior Court

Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.



She will provide H.R. Associate support throughout this effort, including compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.



REFERENCES

| Agency & Project | Contact |
|---|--|
| City of American Canyon (population: 20,452) Total Compensation Study, completed 2016. | Ms. Carmela Santos Human Resources Officer/City Manager (707) 647-4361 4381 Broadway St., Suite 201 American Canyon, CA 94503 csantos@cityofamericancanyon.org |
| City of Citrus Heights (population: 83,301) Compensation Study, completed 2017. | Ms. Sharon Neilson Sr. Management Analyst (916) 727-4957 6360 Fountain Sq. Dr. Citrus Heights, CA 95621 sneilson@citrusheights.net |
| City of Concord (population: 129,783) Total Compensation Study, completed 2019. Total Compensation Study, completed 2016. | Ms. Jasmin Loi Director of Human Resources (925) 671-3310 1950 Parkside Drive, MS/30 Concord, CA 94519 Jasmin.loi@cityofconcord.org |
| City of Hayward (population: 160,500) Total Compensation Study for Local 21, Currently in progress. Total Compensation Study for SEIU, completed 2019. Total Compensation Study for Hayward Association of Management Employees [HAME] Group, completed 2018. | Kakshi Master Human Resources Analyst II (510) 583-4831 Kakshi.Master@hayward-ca.gov |
| City of Oakland (population: 425,195) Compensation Studies for Local 21 and Local 1021, both completed 2017. | Mr. Ian Appleyard Dir. of Human Resources Management (510) 238-3112 150 Frank Ogawa Plaza, 2nd floor Oakland, CA 94612 iappleyard@oaklandnet.com |
| City of Pleasant Hill (population: 34,987) Total Compensation Study, completed 2019. Classification Studies, completed 2018. H.R. Organizational Study, completed 2016. | Ms. Ericka Mitchell Human Resources Manager (925) 671-5277 100 Gregory Lane Pleasant Hill, CA 94523 |



| | |
|---|---|
| Police Compensation Study, completed 2016. Classification Study, completed 2015. Total Compensation Study, completed 2015. | emitshell@pleasanthillca.org |
| City of Sacramento (population: 501,901) Multiple Classification and Compensation studies, 2009 – 2017. | Ms. Christen Snyder Administrative Analyst (916) 808-3148 951 "I" St., First Floor Sacramento, CA 95814 csnyder@cityofsacramento.org |
| City of San José (population: 1.035 million) Compensation Survey for Council Appointed Classifications, 2016. Class Specification Update project for 69 Citywide classifications, completed 2016. Compensation Study, completed 2015. Also: at least 20 executive and staff recruitments, between 2013 and 2018. | Ms. Aracely Rodriguez Division Manager (408) 975-1411 200 E. Santa Clara St., 2nd Floor Wing San José, CA 95113-1905 Aracely.Rodriguez@sanjoseca.gov <i>(at the time of the 2013-2016 studies Ms. Sarah Nunes, HR Division Manager, was our contact; she retired in April, 2017)</i> |
| City of Santa Rosa (population: 172,000) Limited Compensation Study, completed 2017. Classification and Organizational Studies for various departments from 2007 to 2013. | Ms. Barbara Duncan Human Resources Analyst (707) 543-3074 100 Santa Rosa Ave., Rm. 1 Santa Rosa, CA 95404 bduncan@srcity.org |
| City of Vallejo (population: 122,105) Compensation Study, Engineer position, completed 2019. Total Compensation Study for City Attorney, completed 2018. Total Compensation Study for Risk Manager, completed 2018. Total Compensation Study of CAMP (Confidential, Administrative, Managerial, and Professional Association) group, completed 2018. Total Comp Study for IAFF (Firefighters), completed 2017. Classification Study of Chief Assistant City Attorney, completed 2017. Classification Study of Accounting Manager, completed 2017. Class, Comp Studies, completed 2015, 2016. | Ms. Janet Thiessen Human Resources Manager (415) 927-5150 Central Marin Police Authority 250 Doherty Drive Larkspur, CA 94929 jthiessen@centralmarinpolice.org Note: at the time of the studies, Ms. Janet Thiessen was the HR Manager at Vallejo. She is no longer at the City of Vallejo but is now at Central Marin Police Authority. |



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| Discovery Bay Community Services District Classification and Compensation Study, completed 2016. | Ms. Sue Heint Executive Assistant (925) 634-1131 1800 Willow Lake Road Discovery Bay, CA 94505 sheint@todb.ca.gov |
| Dublin San Ramon Services District Classification and Compensation Study, 2019 Multiple single-classification studies, recruitments, and special project support between 2008 and 2017. | Ms. Michelle Gallardo Organizational Services Manager (925) 875-2290 7051 Dublin Boulevard Dublin, CA 94568 gallardo@dsrsd.com |



EXECUTIVE SUMMARY, APPROACH, METHODOLOGY

The City of Antioch desires human resources assistance to conduct an objective analysis of the current compensation practices of the City; recommend changes that result in equitable, competitive and legally defensible pay practices that will enrich the attraction and retention of qualified individuals; evaluate the current employee benefit and compensation plan against local and regional markets, and comparable employers; and provide recommendations for adjustments.

The City currently has 7 different bargaining units across 189 full-time classifications. Below is a breakdown of those classifications:

- Confidential Unit Benefit Document: 18
- Management Unit Benefit Document: 49
- Operating Engineers Local Union No. 3, Representational Unit IV: 62
- Antioch Police Officers Association: 6
- Antioch Police Sworn Management Association: 2
- Antioch Public Works Employee Association: 35
- Treatment Plant Employees' Association, Representational Unit III: 17

The City also has 37 part-time job specifications.

The Compensation Study will include all full-time and part-time position classifications at the City. We will study the City's compensation structure and conduct a total compensation market survey (salaries plus benefits) using a set of appropriate comparator agencies. The identification of comparator agencies, benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the City's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the City's compensation preferences into consideration as well as the appropriate placement of each classification on the City's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, union representation, and the City Council, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach resulting in greater buy-in for study recommendations. This interactive approach has resulted in almost 100% implementation success of K&A's studies.

Study Objectives

Compensation Study Objectives:



- To make recommendations regarding a list of appropriate, logical and defensible comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, employees, union representation, and the City Council;
- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes, according to generally accepted compensation practices;
- To review the City's compensation structure and practices and develop compensation recommendations that will assist the City in recruiting, motivating, and retaining competent staff;
- To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the City's goals, objectives, and budget considerations;
- To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate salary ranges, methods for logical progression of movement within the salary scale for each classification, and other practices, so that our recommendations can be implemented and maintained in a competent and fair manner.

Overall Objectives:

- To review and understand all current documentation, rules, regulations, policies, budgets, procedures, class descriptions, organizational charts, memoranda of understanding, personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
- To conduct start-up Study Project Team meetings with management, study project staff, and other stakeholders to discuss any specific concerns with respect to the development of compensation recommendations; finalize study plans and timetables; conduct orientation sessions with management, union leadership, and staff in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- To work collaboratively and effectively with the City and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- To develop a compensation structure that meets all legal requirements, that is totally non-discriminatory, and that easily accommodates organizational change, growth, and operational needs;
- To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in compensation analysis methodologies so



- that the City can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and
- To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

Methodology / Work Plan / Deliverables

TOTAL COMPENSATION STUDY

Deliverable A: Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required

During the initial meeting with the Study Project Team, we will discuss the compensation study factors that need to be agreed upon. This task includes identifying the City's Study Project Team (Human Resources, management, employee representation, etc.), contract administrator, and reporting relationships. Our team will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, managers, and other stakeholders; and develop a timetable for conducting the same.

Included in this task will be the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, employment contracts, personnel policies, previous compensation studies, and any other relevant documentation to gain a general understanding of City operations.

City terminology and methods of current compensation procedures will be reviewed and agreed to. We will discuss methodology, agree to formats for compensation results, identify/confirm appropriate comparator agencies, benchmark classifications and benefits to be surveyed for compensation survey purposes. We will respond to any questions that may arise from the various stakeholders.

Deliverable B. List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected

During the initial meeting with the Study Project Team, we will discuss and agree to the compensation study factors. We will identify/confirm appropriate, logical and defensible comparator agencies that will be included in the external market survey, which will be the foundation for ensuring that the City's salaries for the studied classifications are competitively aligned with the external labor market. We will also identify/confirm those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed.

Finally, we will confirm the list of benefits that the City wants to include in the total compensation data gathering process.

1. Determination of Comparator Agencies



The selection of comparator agencies is a critical step in the study process. We typically use the following factors to identify appropriate comparators and will receive approval before proceeding with the total compensation study.

Our recommended methodology is that we involve management, Human Resources, bargaining groups, and the City Council, in the decision-making process of selecting which comparable agencies are included, **PRIOR** to beginning the study. Our experience has shown that this is the most successful approach. The factors that we typically review when selecting and recommending appropriate comparator agencies include:

- **Organizational type and structure** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation.
- **Similarity of population served, City demographics, City staff, and operational budgets** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- **Scope of services provided** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis. When reviewing this factor, the City's unique services will be evaluated in order to ensure that the majority of comparators provide the same services. This will ensure that each comparator yields a sufficient number of matches for the City's jobs.
- **Labor market** – The reality of today's labor market is that many agencies are in competition for the same pool of qualified employees, because large portions of the workforce don't live in the communities they serve, are accustomed to lengthy commutes, and are more likely to consider changing jobs in a larger geographic area than in the past. Therefore, the geographic labor market area (where the City may be recruiting from or losing employees to) will be taken into consideration when selecting potential comparator organizations. As part of this analysis, we will determine whether the City has identified agencies that it competes with for qualified talent; those agencies will be taken into consideration for purposes of our analysis. It is important to understand and consider the City's competitive landscape and include agencies in the study to whom the City loses talent.
- **Cost-of-living** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. We will review overall cost-of-living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies.

We typically recommend using 10-12 comparator agencies for all survey benchmarks in order to achieve statistical significance but are flexible and can easily use a different approach based on the City's preferences.

2. Determination of Benchmark Classifications

In the same collaborative manner as described in Step 1 above, we will work with the City's stakeholders to select those classifications that will be surveyed.



“Benchmark classes” are ordinarily chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid data sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes. Due to the fact that the labor market typically yields reliable data, we recommend using approximately 60-65% of all classifications as benchmarks but we are happy to use a different model.

For those classifications that have multiple levels, such as I/II/III or Assistant/Associate/Senior etc., for which we would typically only survey the journey-level and internally align the other levels of the class series. We are happy to discuss our methodology with the City if we are selected to perform this project.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following (which are generally available to all staff in a specific job classification):

- **Monthly Salary** – The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect number of hours in the work week and/or roll-up of retirement or other benefits in base salaries.
- **Employee Retirement** – This includes two figures: the amount of the employee’s State or other public or private retirement contribution that is contributed by the agency and the amount of the agency’s Social Security contribution. This benefit element will include both classic and PEPRA PERS retirement formula and the associated Employer and Employee contribution rates.
- **Retiree Healthcare** – Given that healthcare costs are rising and retiree healthcare and liabilities increasing for many public agencies, we collect this information to capture the costs.
- **Insurance** – This typically includes Medical, Dental, Vision, EAP, LTD, Life insurance and AD&D insurance.
- **Leave** – Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. We will discuss with the City whether leave days/hours should be converted to direct salary cost in dollars or represented in days/hours.
 - ❖ **Vacation:** The number of vacation days available to all employees after five years of employment.
 - ❖ **Holidays:** The number of holidays (including floating) available to the employee on an annual basis.
 - ❖ **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off.
- **Deferred Compensation** – We report any employer contribution made on the employee’s behalf, whether dollar amount or percentage of salary, that does not require an employee-matching contribution. We can also report employer contributions that do require an employee match and would do so as a separate report.
- **Additional** - certification pay, auto allowance, communications allowance, stand by pay.



Deliverable C. Data from Comparators

K&A does not collect market compensation data by merely sending out a written questionnaire. We find that such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Our experienced compensation analysts conduct all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that we compare job description to job description and not just job titles, therefore ensuring true “matches” of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not. Our job analysis method is the whole position analysis approach. Objective factors in the whole position classification methodology include:

1. Education, Training, and Certifications/Licenses
2. Required Experience
3. Problem Solving/Ingenuity
4. Attention/Stress (Concentration/Time Pressure & Interruptions)
5. Independence of Action/Responsibility
6. Contacts with Others/Internal/External
7. Supervision Received and/or Given to Others
8. Consequences of Action/Decisions Made on the Job
9. Equipment Used
10. Working Conditions
11. Physical/Mental Demands

We typically collect classification descriptions, organization charts, salary schedules, personnel policies, budgets, master plans, operational information, MOUs, and other information via website, by telephone, or by an onsite interview. With the prior knowledge from the data gathered directly from each comparator agency and our experience in the public sector human resources field, our compensation analysts make preliminary “matches” and then schedule appointments by telephone, or sometimes in person, with knowledgeable individuals to answer specific questions. We find that information collected using these methods has a very high validity rate and allows us to substantiate the data for employees, management, and governing bodies.

Deliverable D. Analysis and Preliminary Review of Data

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing the City to make informed compensation decisions. Other elements of the compensation survey report are agencies surveyed; comparable class titles; salary range maximum/control point; number of observations; and percent of the City’s salary range is above/below the market values.

In addition, we will include any type of statistical representation and analysis that the City desires such as 60th, 70th, or any other percentiles per the City’s compensation philosophy.

Benefits data will be displayed in an easy-to-read format. You will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical



data. In addition, we are often asked to collect “other” benefits (as listed in the benefits section above), which we typically report on a separate spreadsheet.

Deliverable E. Draft Compensation Findings/Additional Analysis/Study Project Team Meetings

As part of our transparent approach and communication strategy to ensure organizational buy-in to the study, we share the market survey with the organization. We first distribute our draft findings to the Study Project Team. After their preliminary review, K&A will meet with the Study Project Team and other stakeholders in small groups (including Human Resources, management, employees, and bargaining groups) to clarify data, to receive requests for reanalysis of certain comparators, to answer questions and address concerns, and defend all challenges to the survey. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches. If questions arise, we conduct follow-up analysis to reconfirm our original analysis and/or make corrections as appropriate.

The total compensation survey will also be presented to the City Council.

Deliverable F. Analysis of Internal Relationships and Alignment

To determine internal equity for all studied positions, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, we utilize the whole position analysis methodology as described earlier.

By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series, for example, as well as across departments. This analysis will be integrated with the results of the compensation survey and the City’s existing compensation plan.

The ultimate goal of this critical step in the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically, as well as horizontally, to reflect the City’s classification structure.

Deliverable G. Compensation Structure and Implementation Plan

Depending on data developed as a result of the internal analysis, we will review and make recommendations regarding internal alignment and the salary structure (set of salary ranges, salary differentials, steps within ranges, and/or alternative compensation plans) within which the classes are allocated, based upon the City’s preferred compensation model. In addition, we will develop externally competitive benefit comparisons for all classifications. We will also assist the City in developing a compensation philosophy and practices relative to the surveyed public jurisdictions, if desired. Finally, we will develop a proposed implementation plan based on the study results and recommendations.

We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure, if desired. We



will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting City goals, objectives, and budget considerations.

Draft recommendations will be discussed with the Study Project Team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an Interim Report.

Deliverable H. Final Report and Guidelines for Implementation

Draft Interim Report of the Compensation Study will be completed and submitted to the Study Project Team for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include:

- An executive summary of the compensation study results;
- A set of all market data spreadsheets;
- A proposed Salary Range Placement document;
- A procedure to address employees whose base pay exceeds the maximum of their newly assigned pay range;
- Implementation issues and cost projections surrounding our recommendations; and
- A guide for rules, policies and procedures for the City in implementing, managing and maintaining the compensation system, as appropriate.

Once all of the City's questions/concerns are addressed and discussed, a Final Compensation Report will be created and submitted in the City's preferred format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report.

Deliverable I. Formal Appeals Process

Should the City have an formal appeals process regarding the allocation of positions to salary ranges, this proposal does not cover time regarding a formal appeal process. Should our on-site participation be desired, our stated composite hourly rate will be honored. As mentioned above, however, our internal process usually addresses any of these issues.

Deliverable J. Final Presentation

Our proposal includes multiple meetings and weekly oral and written status/progress updates to the Study Project Team. Regarding the involvement of the City Council, we recommend at least one initial meeting to confirm/identify the comparator agencies to be included in the study, one interim study session (to discuss the initial findings of the compensation study), and one final presentation of our Final Report. Of course, we are flexible regarding having more or less interaction with the City Council, based on the City's preferences.



❖ **Communication with the City:**

Our typical communication model includes at least weekly or biweekly written status updates to keep the City informed on where we are during each phase of the project. We have found that most communication can be managed through emails and teleconferences by phone.

In addition, the study includes a significant number of meetings with the Study Project Team, human resources, management, employees, bargaining units, and the City Council, as desired. The meetings and “stakeholder touch-points” that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and foster a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A’s studies.



TIME REQUIREMENTS

Our professional experience is that compensation studies of this scope and for this size organization take approximately four months to complete, allowing for adequate compensation data collection and analysis, review steps by the City, the development of final reports, any appeals, and presentations.

The following is a suggested timeline (which can be modified based on the City's needs):

| Deliverables | Total Compensation Survey | Completion by: |
|--------------|--|----------------|
| A. | Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required | Week 1 |
| B. | List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected | Week 1 |
| C. | Data from Comparators | Week 9 |
| D. | Analysis and Preliminary Review of Data | Week 10 |
| E. | Draft Compensation Findings/Additional Analysis/Study Project Team Meetings | Week 13 |
| F. | Analysis of Internal Relationships and Alignment | Week 14 |
| G. | Compensation Structure and Implementation Plan | Week 15 |
| H. | Final Report and Guidelines for Implementation | Week 16 |
| I. | Formal Appeals Process * | As Needed |
| J. | Final Presentation | As Scheduled |



COST PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with the employees (sharing of compensation survey data, informal appeal process, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

In fact, our firm has only had a handful of formal appeals to any of our studies in our 35 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. The result was a divided organization with hostility and animosity between employees/employee representation and management. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and all-inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our success rate is also attributable to the fact that we have 35 years of experience working with employees of all types of backgrounds, educational levels, and work experiences, and we are accustomed to successfully communicating with and educating them throughout the process. It is imperative that all employees eventually buy into the study results and recommendations, whether they have been through a process like this before or whether this is the first time for them.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns, were available for discussion, and able to provide documentation and data to support our recommendations. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

The cost proposal below includes two options depending on scope of work. Of course, the City may select any combination thereof and we are open to negotiating a third option if it better serves the City. We hope to be able to negotiate a scope of work and cost option that best serves the City's needs.

| Deliverables | Total Compensation Study Approximately 226 classifications (189 Full-Time and 37 Part-Time) | Option 1: Hours | Option 2: Hours |
|--------------|---|--------------------|--------------------|
| A. | Meetings with the Study Project Team and Management Staff | 12 | 12 |
| B. | List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected | 12 | 12 |
| C. | Data from Comparators <i>Option 1: up to 130 benchmarks and up to 10 comparators</i> <i>Option 2: up to 142 benchmarks and up to 12 comparators</i> | 260 | 340 |



Compensation Study Proposal

City of Antioch

| | | | |
|----|---|-----------------|-----------------|
| D. | Analysis and Preliminary Review of Data Option 1: up to 130 benchmarks and up to 10 comparators Option 2: up to 142 benchmarks and up to 12 comparators | 130 | 170 |
| E. | Draft Compensation Findings/Additional Analysis/Study Project Team Meetings | 50 | 75 |
| F. | Analysis of Internal Relationships and Alignment | 20 | 20 |
| G. | Compensation Structure and Implementation Plan | 30 | 30 |
| H. | Final Report and Guidelines for Implementation | 16 | 20 |
| I. | Formal Appeals Process * | 0 | 0 |
| J. | Final Presentation | 8 | 8 |
| | <i>Anticipated hours for additional unscheduled meetings and phone calls</i> | 10 | 12 |
| | Total Professional Hours -- Compensation | 548 | 649 |
| | Combined professional and clerical composite rate: \$150/Hour | \$82,200 | \$97,350 |
| | Expenses are included in our combined composite rate: | N/A | N/A |
| | <i>Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, travel expenses, per diem, etc.</i> | | |
| | TOTAL NOT-TO-EXCEED COST FOR PROJECT: | \$82,200 | \$97,350 |
| | *Additional consulting will be honored at composite rate (\$150/Hour) | | |



CONTRACTUAL REQUIREMENTS

We will be pleased to sign the City's professional services agreement for a Compensation Study.

Note: please add the following language to your professional services agreement should we receive the award for this project.

Payment Terms:

Our regular terms are Net 30.

Client shall pay K&A for its fees and reimbursable expenses (if applicable) within thirty (30) days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of K&A within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice. If late fees are not paid, they will carry forward to next invoice.

If necessary, we are flexible about negotiating other terms with the City.

Please also note: We respectfully request that the following clause also be incorporated into your contract or agreement with K&A:

Non-Solicitation:

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.



INSURANCE ACKNOWLEDGEMENT

We will submit and support the levels of coverage and endorse the City with our General Liability coverage upon award of a contract for the project.

| | |
|--|----------------------------|
| Workers' Compensation: | Statutory Limits |
| Commercial General Liability: | \$2,000,000 per occurrence |
| Professional Liability (Errors & Omissions): | \$1,000,000 per occurrence |
| Automobile Insurance: | \$1,000,000 per occurrence |

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager, EPIC Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.

STANDING OF THE FIRM

Koff & Associates has been in business in California for 35 years and has always been in good standing, is financially stable, and has no past or pending litigation.



Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for 90 days.

Respectfully submitted,

**By: KOFF & ASSOCIATES
State of California**

**Georg S. Krammer
Chief Executive Officer**


November 22, 2019


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 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 Authorizing the City Manager to Execute an Agreement with the Antioch Unified School District for the Comcast Internet Essential Sponsored Services Program

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

- 1) Approving an agreement between the City of Antioch and the Antioch Unified School District ("AUSD") in an amount not to exceed \$66,000 to support AUSD's participation in the Comcast Internet Essentials Sponsored Services Program for the purpose of providing internet services to 1,000 or more households with AUSD students in the City of Antioch, and
- 2) Authorizing the City Manager to execute such agreement provided that the terms, conditions, and form of the agreement are acceptable to the City Manager and the City Attorney.

FISCAL IMPACT

On July 28, 2020 the Antioch City Council provided direction to staff to partner with Antioch Unified School District to sponsor 1,000 households at a cost not to exceed \$66,000 through December 30, 2020. 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

On July 28, 2020, the Antioch City Council provided direction to staff to partner with Antioch Unified School District to sponsor 1,000 households at a cost not to exceed \$66,000 through December 30, 2020 to aid with distance learning that will be taking place in the new school year as a direct result of the COVID 19 crisis. Staff is recommending that the City Council adopt the attached resolution approving an agreement between the City of Antioch and the Antioch Unified School District in an amount not to exceed \$66,000

to support AUSD's participation in the Comcast Internet Essentials Sponsored Services Program for the purpose of providing internet services to 1,000 or more households with AUSD students in the City of Antioch, and authorizing the City Manager to execute such agreement provided that the terms, conditions, and form of the agreement are acceptable to the City Manager and the City Attorney.

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.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE
ANTIOCH UNIFIED SCHOOL DISTRICT (“AUSD”) IN AN AMOUNT NOT TO
EXCEED \$66,000 TO SUPPORT AUSD’S PARTICIPATION IN THE COMCAST
INTERNET ESSENTIALS SPONSORED SERVICES PROGRAM AND AUTHORIZING
THE CITY MANAGER TO EXECUTE SUCH AGREEMENT**

WHEREAS, Governor Newsom has declared that “In California, health data will determine when a school can be physically open – and when it must close – but learning should never stop”;

WHEREAS, Governor Newsom’s plan for learning and safe schools ahead of the 2020–2021 school year calls for “rigorous distance learning” including a requirement that all school districts to provide devices and connectivity, so that every child can participate in distance learning;

WHEREAS, Antioch Unified School District (“AUSD”) has transitioned from in-person to distance learning to mitigate the spread of the coronavirus;

WHEREAS, the City of Antioch seeks to support AUSD in its goal of ensuring that all students have access to an appropriate, coherent, and coordinated educational program;

WHEREAS, on July 28, 2020, the Antioch City Council provided direction to staff to partner with Antioch Unified School District to sponsor 1,000 households at a cost not to exceed \$66,000 through December 30, 2020; and

WHEREAS, staff has prepared a staff report and resolution supporting an agreement between the City of Antioch and the AUSD to support AUSD’s participation in the Comcast Internet Essentials Sponsored Services Program for the benefit of AUSD students.

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

1. Approves an agreement between the City of Antioch and the Antioch Unified School District in an amount not to exceed \$66,000 to support AUSD’s participation in the Comcast Internet Essentials Sponsored Services Program for the purpose of providing internet services to 1,000 or more households with AUSD students in the City of Antioch, and
2. Authorizes the City Manager to execute such agreement provided that the terms, conditions, and form of the agreement are acceptable to the City Manager and the City Attorney.

* * * * *

RESOLUTION NO. 2020/**

August 11, 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 11th day of August 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 August 11, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Zoe Merideth, Associate Planner *ck for zm*
APPROVED BY: Forrest Ebbs, Community Development Director
SUBJECT: Density Bonus Ordinance Amendments (Z-20-02)

RECOMMENDED ACTION

It is recommended that the City Council introduce an ordinance amending Title 9 of Chapter 5 of the Antioch Municipal Code related to residential density bonuses.

FISCAL IMPACT

This action does not directly impact the City budget. Some staff time will be required to update the Municipal Code and application materials.

DISCUSSION

Request

The City of Antioch requests a zoning text amendment, which would apply city-wide, to amend Title 9 of Chapter 5 of the Antioch Municipal Code related to residential density bonuses in order to comply with recent changes in state law.

Environmental

The proposed ordinance is exempt from the California Environmental Quality Act (CEQA) as there is no possibility that this Ordinance would have a significant impact on the environment pursuant to state CEQA Guideline Section 15061(b)(3). The proposed ordinance merely incorporates state law, allowing applicants to seek a density bonus pursuant to Government Code Section 65915. This ordinance does not exempt any future project from CEQA. Applications for future projects would be subject to environmental review, as required by CEQA.

Background

California's Density Bonus Law was adopted in 1979 to address the state's affordable housing needs by allowing a developer to receive a "bonus" of extra density when housing developments included affordable units. Since 1979, the law has been amended and expanded many times. The law no longer focuses just on density bonuses for eligible affordable projects and has been expanded to include provisions to allow eligible projects to receive incentives, concessions, waivers, and/or reductions to applicable development regulations. State law requires cities to offer these residential density bonuses and other incentives to qualifying affordable housing projects. State law also requires cities to adopt an ordinance that details how a city will comply with the Density Bonus Law, including the procedures and timelines for processing a density bonus request. Antioch adopted the Density Bonus Program ordinance and a Senior Housing Overlay District ordinance, which implemented the Density Bonus Law as it related to seniors, in accordance with state law. Both ordinances were updated in 2014. See Attachment B for the current ordinances.

The State legislature has updated the Density Bonus Law several times since the City's density bonus ordinances were last updated. These laws modify the processing of a density bonus, provide density bonuses for student housing, mixed use developments, and provide transitional housing for foster youth, disabled veterans, or homeless persons. Most recently, in 2019, AB 1763 amended state law to allow, among other changes, housing projects where all units are affordable to low and very low-income residents, to receive a density bonus of 80%, which more than double the previous maximum density bonus. Additional changes to state law are anticipated.

The Planning Commission heard this item at their July 15, 2020 meeting. No members of the public spoke on this item. The Planning Commission voted 5-0, with one commissioner absent, to recommend approval of this item.

Project Overview

The proposed ordinance would amend the Antioch Municipal Code to conform with state law by making four changes: updating the definition of "senior citizen;" repealing and replacing the Senior Housing Overlay District ordinance; amending the text that defines the zoning district; and repealing and replacing the Density Bonus Program.

Definition

Staff proposes to update the definition of "senior citizen" in the zoning ordinance in order to correspond to state Density Bonus Law. State Density Bonus Law references the state Civil Code sections 51.3 and 51.12, which defines a senior as a person over 55, if they live in a senior housing development of at least 35 units. This change makes the zoning ordinance consistent with state law.

Senior Housing Overlay District

Staff proposes repealing the stand-alone Senior Housing Overlay District ordinance. The existing ordinance implements the Density Bonus Law as it relates to senior housing projects. The state Density Bonus Law has specific provisions for senior projects. To avoid having standards for senior projects that conflict with the State Density Bonus Law, staff recommends removing the Overlay District. The text of the ordinance would be replaced with wording that the Overlay District only applies only to existing projects which are already in the Overlay District. If these projects request amendments to the original project approvals, then the amendments would be processed under the new Code that is consistent with state law. There is a total of four projects with the Overlay District applied to them. The most recent project to be rezoned with the Overlay District is the AMCAL project on E. 18th Street near Highway 160.

The proposed repeal of the Overlay District would not affect the ability of a senior project to request a parking standards reduction, separate from state law. Antioch Municipal Code § 9-5.1704 Parking Reductions would remain, which allows for reduced parking for senior housing developments. Additionally, state law requires lower parking requirements for 100% affordable, rental senior projects that meet certain specified requirements.

In order to maintain the Overlay District for existing projects, the proposed ordinance would amend the text defining the zoning district in Antioch Municipal Code § 9-5.301 to specify that the district applies only to projects existing at the time of the effective date of the ordinance.

Density Bonus Program

Currently, the City's Density Bonus Program ordinance incorporates the definitions, standards, and requirements from state law into the City's ordinance. The proposed Density Bonus Program ordinance would simply reference State law and would apply to both senior and non-senior projects. By incorporating a reference to State law, the new ordinance would not need to be updated every time the state Density Bonus Law is changed. The proposed ordinance instead focuses on the process for requesting a density bonus.

The proposal would require a request for a density bonus to be processed in the same manner as, and concurrently with, the application required for the housing development, such as a Use Permit and Design Review, or a Planned Development Rezone and Final Development Plan. Currently all density bonus requests require City Council action. Since state law requires granting density bonuses and concessions in standards, there is little discretion in reviewing these requests. The proposed ordinance would allow the decision-maker for the main housing development (the City Council, Planning Commission, or staff) to approve the state required density bonus. The proposal still maintains the requirement of a density bonus agreement, which would be approved by the City Council.

The proposal also amends the density bonus agreement language to require the developer to construct the units that qualify the project as eligible for a density bonus, concurrently with or prior to the construction of any market rate units. In addition, the affordable units must be integrated with the market rate units so that there is a mix of affordable and market rate units, if any, in each building of the development project. This language would ensure that the affordable units are actually constructed and that the affordable units are integrated into the project as a whole.

ATTACHMENTS

- A. Proposed Ordinance
- B. Current Ordinance

ATTACHMENT “A”

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING TITLE 9, CHAPTER 5 OF THE ANTIOCH MUNICIPAL CODE RELATED TO DENSITY BONUSES

WHEREAS, Government Code Section 65583 requires that the City’s Housing Element address governmental constraints to the development of housing, including providing for a variety of housing types for all income levels;

WHEREAS, the City Council of the City of Antioch adopted the City’s 2015-2023 Housing Element on April 14, 2015;

WHEREAS, Government Code Section 65915 requires cities to provide density bonuses and other incentives for qualifying affordable housing projects and requires that local governments adopt procedures for processing a density bonus application;

WHEREAS, the City’s Municipal Code already allows for density bonuses and development concessions, but Policy 5.1.3 of the City’s 2015-2023 Housing Element requires staff to monitor the Density Bonus Program for any changes that may be required;

WHEREAS, the Legislature amended Government Code Section 65915 in 2019, and the City wishes to update the Municipal Code to ensure consistency with State law and clarify how to implement the Density Bonus Program;

WHEREAS, the Planning Commission conducted a duly noticed public hearing on July 15, 2020 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted; and

WHEREAS, the City Council held a duly noticed public hearing on August 11, 2020 at which time all interested persons were allowed to address the City Council regarding adoption of this ordinance.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Antioch, California does hereby ordain as follows:

SECTION 1. Recitals.

The above recitals are incorporated by reference as though set forth in this section.

SECTION 2. Antioch Municipal Code § 9-5.203 DEFINITIONS.

Antioch Municipal Code § 9-5.203 is hereby amended, in part, to read as follows:

SENIOR CITIZEN. A person at least 62 years of age. A person 55 years of age may also be considered a “senior citizen” if, for the purposes of State Density Bonus Law, the senior housing project consists of at least 35 units.

SECTION 3. Antioch Municipal Code Title 9, Chapter 5, Article 3

Antioch Municipal Code Section 9-5.301 is hereby amended to read as follows:

(X) *SH Senior Housing Overlay District.*

- (1) This overlay district provides additional densities beyond the minimum required by state law for senior housing projects that include increased percentages for elderly and/or affordable units.
- (2) The Senior Housing Overlay District may be combined with any residential zoning district. The senior housing density bonus applies to housing developments consisting of five or more dwelling units.
- (3) The Senior Housing Overlay District applies only to projects zoned with the overlay district prior to the effective date of this section.

SECTION 4. Antioch Municipal Code Title 9, Chapter 5, Article 34.

Antioch Municipal Code Title 9, Chapter 5, Article 34 Senior Housing Overlay District is hereby repealed and replaced to read as follows:

The Senior Housing Overlay District applies to projects approved prior to the effective date of this section. Projects with the Senior Housing Overlay District will continue to be regulated by the terms of the Senior Housing Overlay District approval, but amendments to those approvals will be processed pursuant to the Municipal Code in place at the time the amendments are requested.

SECTION 5. Antioch Municipal Code Title 9, Chapter 5, Article 35.

Antioch Municipal Code Title 9, Chapter 5, Article 35 Density Bonus Program is hereby repealed and replaced to read as follows:

9-5.3501 Purpose

The Density Bonus Program is intended to implement the State Density Bonus Law in compliance with the requirements of California Government Code § 65915 and the adopted housing element of the Antioch General Plan by providing incentives which will encourage developers to construct affordable housing to benefit lower income households.

9-5.3502 Density Bonus Provisions

- (A) In addition to any other review required for a proposed housing development, applications for a density bonus shall be filed with the Community Development Director. The application for a density bonus shall be filed concurrently with an application for a development plan review, administrative approval, or other application necessary for the housing development. In addition to and in conjunction with the submittal requirements for the housing development application, the applicant shall submit the following items:

- (1) The application form and submittal requirements approved by the Community Development Director.
- (2) The application fee, established by resolution of the City Council, at the time the application is filed.
- (3) Reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratios, to the satisfaction of the Community Development Director.
 - (a) A request for concessions or incentives shall be accompanied by documentation demonstrating how the incentive or concession would result in identifiable and actual cost reductions necessary to meet affordability levels.
 - (b) A request for a waiver or reduction of development standards shall be accompanied by documentation demonstrating how the development standards physically preclude the construction of the qualified affordable housing development.
 - (c) A request for parking ratios pursuant to California Government Code Sections 65915(p)(2) and (3) shall be accompanied by documentation showing the proposal meets the criteria in those sections.
- (B) City staff shall process the application for a density bonus in the same manner as, and concurrently with, the application for a development plan review or administrative approval that is required by this Code.
- (C) When notifying an applicant that City staff has deemed the application complete, City staff shall include the information required by California Government Code Section 65915.
 - (1) Any determination required by California Government Code Section 65915 shall be based on the development project at the time the application is deemed complete. The City shall adjust the amount of density bonus and parking ratios awarded pursuant to California Government Code Section 65915 based on any changes to the project during the course of development.

- (D) The City shall grant the applicant the number of incentives and concessions required by Government Code Section 65915. The City shall grant the specific concession(s) or incentive(s) requested by the applicant, unless it makes any of the relevant written findings, based upon substantial evidence, stated in Government Code Section 65915(d).
- (E) The City shall approve a waiver or reduction of a development standard requested by the applicant, unless it makes written findings based upon the criteria in California Government Code Section 65915(e).
- (F) The applicant shall enter into an agreement with the City to ensure the continued affordability of all affordable units or the continued reservation of such units for qualifying senior citizens. Prior to receiving a building permit for any project that receives a density bonus or any incentive, concession, waiver, or reduction of development standards pursuant to this section, such agreement shall be recorded as a covenant against the property.
- (G) For any development project that is granted a density bonus or other benefit pursuant to this section, the affordable units that qualify the project as eligible for a density bonus, must be constructed concurrently with or prior to the construction of any market rate units. In addition, the affordable units must be integrated with the market rate units so that there is a mix of affordable and market rate units, if any, in each building of the development project.
- (H) The provisions of this subdivision shall be interpreted to fulfill the requirements of Government Code Section 65915. Any changes to that Government Code Section 65915 shall be deemed to supersede and govern any conflicting provisions contained herein.

SECTION 6. CEQA.

The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) as there is no possibility that this Ordinance would have a significant impact on the environment pursuant to State CEQA Guideline Section 15061(b)(3). This Ordinance merely incorporates State law, allowing applicants to seek a density bonus pursuant to Government Code Section 65915. This ordinance does not exempt any future project from CEQA. Applications for future projects would be subject to environmental review, as required by CEQA.

SECTION 7. Conflicts with Prior Ordinances.

If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 8. Severability.

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 9. Publication; Effective Date.

This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

* * * * *

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 11th day of August, 2020 and passed and adopted at a regular meeting thereof held on the [___] day of [_____], 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, MMC
City Clerk of the City of Antioch

ATTACHMENT B

ARTICLE 2: DEFINITIONS

§ 9-5.203 DEFINITIONS.

(Excerpted)

SENIOR CITIZEN. A person at least 62 years of age. A person 55 years of age may also be considered a “senior citizen” if, for the purposes of the Senior Housing Overlay District, the senior housing project consists of at least 150 units.

ARTICLE 3: ESTABLISHMENT OF DISTRICTS

§ 9-5.301 DISTRICTS ESTABLISHED AND DEFINED.

(Excerpted)

(X) *SH Senior Housing Overlay District.*

(1) This overlay district provides additional densities beyond the minimum required by state law for senior housing projects that include increased percentages for elderly and/or affordable units. See the project calculation example incorporated herein by reference.

(2) The Senior Housing Overlay District may be combined with any residential zoning district. The senior housing density bonus applies to housing developments consisting of five or more dwelling units.

ARTICLE 34: SENIOR HOUSING OVERLAY DISTRICT

§ 9-5.3401 PURPOSE.

The Senior Housing Overlay District (SH) is established to implement the State Density Bonus Law as it applies to senior citizens and to provide additional incentives to implement the General Plan Goals and Policies for the development of Senior Citizen Housing, Developments, as defined in the State Density Bonus Law, especially for low and very low income individuals. Through density bonus options and other incentives, this chapter allows higher densities and more flexible design standards, reflecting the unique needs of an elderly population and providing more affordable units to the growing number of senior citizens that live on a small fixed income. The final interpretation of eligibility and applicability of any and all density bonuses is reserved for the City Council.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

§ 9-5.3402 DENSITY BONUS AND INCENTIVES PERMITTED.

(A) A developer agreeing to construct a senior housing development shall be granted an increase of 20% above the site's base density and an additional incentive or financially equivalent incentive(s) pursuant to the requirements of the State Density Bonus Law and § 9-5.3502 of this chapter.

(B) The Senior Housing Overlay District may be combined with single-family, duplex, restricted multiple-family, or multiple-family residential zoning districts and applies to housing developments consisting of five or more dwelling units.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

§ 9-5.3403 ADDITIONAL INCENTIVES.

(A) The additional density bonus incentives available to developers of senior housing are presented in Tables 9-5.3403-1, 9-5.3403-2, and Table 9-5.3403-3 of division (C). Table 9-5.3403-1 of division (C) computes the new base density for each affected residential density including mixed commercial residential. Table 9-5.3403-2 of division (C) lists the base density bonus for senior projects and the additional bonuses for projects including low income and very low income seniors. A 70% maximum density increase is permitted for combined low/very low income project. Table 9-5.3403-3 of division (C) lists density bonus incentives based on lot size and site locational services. Each individual locational service bonus can range from 1%-5% with a combined maximum of 20%.

(B) (1) *Conditions for additional incentives.* The cumulative density bonus for an individual project shall not exceed twice the base density, or a maximum total density of 60 dwelling units per acre, whichever is less. The total percent density bonus shall be determined by the City Council on a case by case basis. To qualify for a senior housing density bonus and additional density bonus incentives, the project must provide a minimum of 50% housing for seniors as defined in Cal. Gov't Code § 65915. The percentages used to determine the density bonus (i.e., percent senior units, percent low income, and percent very low income) are to be reflected in the composition of the total project.

(2) *Financially equivalent incentives.* The Senior Housing Overlay District allows for the "financially equivalent incentive" mandated by the State Density Bonus Law through the increase in the permitted density of the base zoning district and the minimum density bonus illustrated in Table 9-5.3403-2 of division (C). "Financially equivalent incentive" calculations are based only upon the minimum bonus required by the State Density Bonus Law.

(C) Density bonus incentive figures.

TABLE 9-5.3403-1:

NEW BASE DENSITY

| General Plan Designation | General Plan Density (Dwelling Units/Acre) | New Base Density (Dwelling Units/Acre) |
|---------------------------------|---|---|
| Low | 4 | 5 |
| Medium low | 6 | 8 |
| Medium | 10 | 13 |
| Medium high | 15 | 19 |
| High | 20 | 25 |
| Mixed commercial/residential | 20 | 25 |
| Rivertown; Subpart B | 6-25 (45)* | 8-25 (45)* |

* Maximum permitted density is 20 dwelling units per gross developable acre except in that area bounded by "I", Second and "E" Streets, and the Atchinson, Topeka and Santa Fe Railroad where a maximum density of 45 dwelling units per gross developable acre may be permitted with use permit approved by the Planning Commission.

| TABLE 9-5.3403-2: DENSITY BONUS CALCULATIONS FOR ADDITIONAL INCENTIVES | | | | | | | | | | |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| % Senior Units | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100% |
| % Density Bonus | — | — | — | — | 25% | 25% | 25% | 25% | 25% | 50% |
| % Low Income | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100% |
| % Density Bonus | — | 25% | 25% | 30% | 30% | 35% | 35% | 40% | 40% | 50% * |
| % Very Low Income | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100% |
| % Density Bonus | 25% | 30% | 35% | 40% | 45% | 50% | 55% | 60% | 65% | 70%* |
| * 70% maximum density increase permitted for combined low/very low income projects. | | | | | | | | | | |

| TABLE 9-5.3403-3: DENSITY BONUS | |
|---|------------------------|
| Site > 2 acres | 30% |
| Site up to 2 acres | 20% |
| Additional amenities and proximity to services* | Up to 5% |
| *Planning Commission may approve up to 5% density bonus for projects in close proximity to one or more of the following services or offering the listed amenities provided the combined density bonus shall not exceed 20%. Proximity shall be evaluated based upon closeness or convenience of services primarily from a seniors pedestrian's perspective: | |
| Public transportation | Senior center |
| Grocery store | Health care |
| Pharmacy | Religious assembly use |
| Banking services | Retail services |
| Secured parking on site | Van service on site |

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

§ 9-5.3404 DEVELOPMENT STANDARDS.

(A) The Senior Housing Overlay District will comply with the underlying zoning district standards with exceptions permitted regarding parking, site coverage, and building height. The city parking requirement for independent living and congregate care senior housing is .75 parking space per dwelling unit. A reduction in the parking ratio for residential care or convalescent facility projects may be considered pursuant to § 9-5.1704, Parking Reductions. Site coverage and building height are a function of the nature of the surrounding area, the base zoning district, and the number and size of units permitted and will be addressed on a project by project basis. The building height for single-family and duplex projects shall not exceed two stories and the building height for higher density projects shall not exceed three stories.

(B) The desirability of site amenities and architectural treatments such as decks, tile roofs, pools, and air conditioners will also be considered in relation to the affordability of the senior project.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14) Penalty, see §9-5.2904

§ 9-5.3405 REVIEW PROCESS.

Applications for senior housing projects will be submitted to the Community Development Department for processing and must include a map indicating the proximity to services specific to senior citizen needs. In addition to the request for the Senior Housing Overlay District rezoning, all senior housing projects will require use permit and design review approval. Each rezoning and use permit application is reviewed by the Planning Commission, with the Senior Housing Overlay District

designation subject to final approval by the City Council. The latter will require a finding that the project is consistent with the intent of the land use and development regulations of the underlying zoning district in relation to the provisions of the Senior Housing Overlay District.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

§ 9-5.3406 SENIOR HOUSING DENSITY BONUS AGREEMENT.

(A) Each senior housing development which receives a bonus density will be required to execute a Senior Housing Density Bonus Agreement pursuant to the requirements of § 9-5.3503, Density Bonus Agreement, prior to the issuance of building permits, in which the project sponsor will be obligated, on behalf of itself and its successors and assigns, to dedicate a specific number of units to senior housing and, where appropriate, to low and very low income seniors. Where appropriate, rent schedules and sales prices will be required to assure affordability to the targeted income group (i.e., those units targeted for lower income house-holds shall be affordable at a rent that does not exceed 30% of 60% of area median income and those targeted for very low income shall be affordable at a rent that does not exceed 30% of 50% of area median income). The project shall remain available to the respective income group for a period of not less than 30 years or alternatively to a period specified by the financing authority, whichever is lengthier. This agreement will be recorded and enforceable by the city, and will provide prospective future buyers/ assignees with notice that this provision exists.

(B) If at any time in the future a change in the project from senior housing to non-senior housing is anticipated, no entitlement to the existing number of dwelling units shall be assumed, and a new use permit will be required.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

ARTICLE 35: DENSITY BONUS PROGRAM

§ 9-5.3501 PURPOSE.

The Density Bonus Program is intended to implement the State Density Bonus Law in compliance with the requirements of Cal. Gov't Code §§ 65915 and 65917 and the adopted housing element of the Antioch General Plan by providing incentives which will encourage developers to construct affordable housing to benefit lower income households. All terms have the same meaning as the definitions in Cal. Gov't Code §§ 65915 and 65917 unless otherwise defined by this Code.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

§ 9-5.3502 DENSITY BONUS AND INCENTIVES PERMITTED.

(A) A Developer agreeing to construct at least 20% of a project's total housing units for lower-

income households or 10% of the total units for very low-income households shall be granted an increase of 5% to 35% over the maximum residential density otherwise permitted, depending on the level of affordability, the percentage of units that are affordable, and the inclusion of child care facilities, and owner occupancy requirements in the housing development. The provisions of this section shall apply to the construction of projects that include five or more dwelling units as follows:

(1) *Very low- and lower-income housing and senior housing.* A housing development is eligible for a 20% density bonus if the Developer seeks and agrees to construct at least one of the following:

(a) Ten percent of the total units as density bonus BMR units affordable to low-income households at an affordable rent or affordable ownership cost; or

(b) Five percent of the total units as density bonus BMR units affordable to very low-income households at an affordable rent or affordable ownership cost;

(c) A senior citizen housing development.

(2) *Moderate-income housing.* A housing development is eligible for a 5% density bonus if the applicant seeks and agrees to construct 10% of the total units as for-sale density bonus BMR units affordable to moderate-income households, if the residential development also meets all of the following additional criteria:

(a) The housing development is a common interest development as defined by Cal. Civil Code § 1351;

(b) All of the dwelling units in the housing development are offered to the public for purchase; and

(c) The density bonus BMR units are offered for sale at affordable ownership cost.

(3) *Additional density bonus.* The density bonus for which the housing development is eligible shall increase if the percentage of very low-, low-, and moderate-income density bonus BMR units exceeds the base percentage established in divisions (A)(1) and (A)(2) of this section, as follows:

TABLE 9-5.3502: DENSITY BONUS SUMMARY TABLE

| <i>Income Category</i> | <i>Minimum Density Bonus BMR Units</i> | <i>Bonus Granted</i> | <i>Additional Bonus for Each 1% Increase in Density Bonus BMR Units</i> | <i>Density Bonus BMR Units Required for Maximum 35% Bonus</i> |
|---|--|----------------------|---|---|
| Very Low-Income | 5% | 20% | 2.5% | 11% |
| Low-Income | 10% | 20% | 1.5% | 20% |
| Moderate-Income (for-sale common interest development only) | 10% | 5% | 1% | 40% |
| Senior Citizen Housing Development | 100% | 20% | = | = |

(B) *Density bonus for land donation, child care facility, or condominium conversion.*

(1) A housing development may be eligible for a density bonus for land donation pursuant to the requirements set forth in Cal. Gov't Code § 65915(g).

(2) A housing development that contains a childcare facility as defined in Cal. Gov't Code § 65915(h) may be eligible for an additional density bonus, concession, or incentive pursuant to the requirements set forth in Cal. Gov't Code § 65915(h).

(3) Condominium conversions may be eligible for a density bonus, concession, or incentive pursuant to the requirements of Cal. Gov't Code § 65915.5 and Article 31 of this chapter.

(C) *Calculation of density bonus.*

(1) Each housing development is entitled to only one density bonus, which may be selected based on the percentage of either density bonus BMR units affordable to very low-income households, low-income households, or moderate-income households, or the housing development's status as a senior citizen housing development except as provided in Article 34, Senior Housing Overlay District. Density bonuses from more than one category may not be combined. The City Council, at its own discretion, may grant an additional density bonus as an incentive to a project eligible for such a benefit pursuant to Cal. Gov't Code § 65915(d)(2).

(2) When calculating the number of permitted bonus units, any calculations resulting in fractional units shall be rounded to the next larger whole number.

(3) The bonus units shall not be included when determining the number of density bonus BMR units required to qualify for a density bonus. When calculating the required number of density bonus BMR units, any calculations resulting in fractional units shall be rounded to the next larger integer.

(4) The applicant may request a lesser density bonus than the housing development is entitled to, but no reduction will be permitted in the minimum percentages of required density bonus BMR units pursuant to subsection A of this section. Regardless of the number of density bonus BMR units, no housing development may be entitled to a density bonus of more than 35%.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

§ 9-5.3502.1 STATE MANDATED CONCESSIONS AND INCENTIVES.

(A) If an applicant proposes to provide at least one of the percentages of affordable units indicated in Table 9-5.3502.1: Requirements to Qualify for State Mandated Incentives/Concessions, the city shall grant one or more concessions or incentives in order to facilitate achievement of the density bonus. In addition to the density bonus set forth in division (A), the city shall provide a concession or incentive for qualified projects, unless the city makes a finding that the Concession or Incentive is not necessary as provided in division (E) below. The city shall only consider applications for concessions or incentives when a developer is eligible for and also seeks and receives a state density bonus pursuant to division (A). Cal. Gov't Code § 65915 provides that a housing development is eligible for concessions and incentives as follows:

(1) One concession or incentive for housing developments that include at least 10% of the total units as density bonus BMR units affordable to low-income households, at least 5% of the total units as density bonus BMR units affordable to very low-income households, or at least 10% of the total units in a common interest development as density bonus BMR units affordable to moderate-income households.

(2) Two concessions or incentives for housing developments that include at least 20% of the total units as density bonus BMR units affordable to low-income households, at least 10% of the total units as density bonus BMR units affordable to very low-income households, or at least 20% of the total units in a common interest development as density bonus BMR units affordable to moderate-income households.

(3) Three concessions or incentives for housing developments that include at least 30% of the total units as density bonus BMR units affordable to low-income households, at least 15% of the total units as density bonus BMR units affordable to very low-income households, or at least 30% of the total units in a common interest development as density bonus BMR units affordable to moderate-income households.

| TABLE 9-5.3502.1: REQUIREMENTS TO QUALIFY FOR STATE MANDATED INCENTIVES/CONCESSIONS | | | |
|---|--|----------|----------|
| <i>Income Category</i> | <i>Percentage of Density Bonus BMR Units to Qualify for Incentives</i> | | |
| Very Low-Income | 5% | 10% | 15% |
| Low-Income | 10% | 20% | 30% |
| Moderate-Income (for-sale common interest development only) | 10% | 20% | 30% |
| Allowable Number of Incentive(s)/Concession(s) | 1 | 2 | 3 |
| Notes: 1. A concession or incentive may be requested only if an application is also made for a density bonus pursuant to § 18.15.030, State Mandated Density Bonuses. 2. Concessions or incentives may be selected from only one category/very low/low, or moderate). 3. No concessions or incentives are available for land donation. 4. Condominium conversions and day care centers may have one concession or a density bonus at the city's option, but not both. | | | |

(B) The development incentive(s) granted shall contribute significantly to the economic feasibility of providing the

affordable or senior units.

(1) For the purposes of this program, concessions or incentives may consist of any combination of the following:

(a) Reductions in site development standards and/or modifications in zoning district requirements and/or architectural design requirements which that exceed the minimum building standards established by the State Building Standards Commission in compliance with state law (e.g., including, but not limited to, reductions in setbacks or required parking, increases in permitted lot coverage), which will result in identifiable, financially sufficient, and actual cost reductions, based upon appropriate financial analysis and documentation if required by this section.

(b) Approval of mixed-use zoning if the inclusion of commercial, office, or other land uses will demonstrably reduce the cost of housing development and if the inclusion of non-residential uses is determined to be compatible with existing or planned development in the area where the project is located.

(c) Other regulatory incentives or concessions the developer or the city proposes that would result in identifiable, financially sufficient, and actual cost reductions or avoidance based upon appropriate financial analysis and documentation if required by this section.

(2) Applicants seeking a waiver or modification of development or zoning standards, approval of mixed-use zoning, or other regulatory incentives or concession shall show that such waivers or modifications are necessary to make the housing development economically feasible in accordance with Cal. Gov't Code § 65915(f). The applicant shall demonstrate to the Planning Commission or City Council on appeal through the provision of a pro forma that the requested concession or incentive results in identifiable, financially sufficient, and actual cost reductions to the housing development. The pro forma shall include:

(a) The actual cost reduction achieved through the concession or incentive;

(b) Evidence that the cost reduction allows the applicant to provide affordable rents or affordable sales prices; and

(c) All other information as may be requested by the Zoning Administrator to ensure that the required findings can be made.

(3) Pursuant to Cal. Gov't Code § 65915(p), if a housing development is eligible for a density bonus pursuant to division (A), the applicant may request an on-site vehicular parking ratio, inclusive of handicapped and guest parking, that does not exceed the following:

(a) Zero to one bedroom dwelling unit: one on-site parking space.

(b) Two to three bedroom dwelling unit: two on-site parking spaces.

(c) Four or more bedroom dwelling unit: two and one-half on-site parking spaces.

(d) On-site parking may include tandem and uncovered parking.

(e) A developer may request this parking reduction in addition to concessions and incentives permitted by division (A) of this section.

(4) Additional density bonuses may be awarded by the City Council based on the need for a particular housing type (e.g., three or four bedroom units).

(C) Applicants may seek a waiver of any development standard that will physically preclude the construction of a housing development that is eligible for a density bonus pursuant to division (A), eligibility for density bonus, with the density bonus or concessions and incentives permitted by division (A), or this section. The applicant shall demonstrate that the development standards that are requested to be waived will have the effect of physically precluding the construction of the housing development with the density bonus or concessions and incentives permitted by § 9-5.3502 (A), or this section.

(D) *City financial participation not required.* Nothing in this chapter requires the provision of direct financial incentives for the housing development, including but not limited to the provision of financial subsidies, publicly owned land, fee waivers, or waiver of dedication requirements. The city at its sole discretion may choose to provide such direct financial incentives.

(E) *Prevailing wages.* Financial and certain other incentives may require payment of prevailing wages by the developer if required by state law.

(Ord. 2089-C-S, passed 6-24-14)

§ 9-5.3503 DENSITY BONUS AGREEMENT.

To ensure that the parties meet their responsibilities, the city requires that the developer enter into a legally recorded agreement subject to the following:

(A) Occupancy of the units reserved for lower income use shall be limited to families who qualify as lower-income as established by the Department of Housing and Urban Development. These figures are updated from time to time and will be given to the developer or owners as they are made available to the city by HUD. Lower-income families have incomes of up to 80% of the median family income for the region. (Note: Provided that the income restrictions are met, Section 8 certification holders may be qualifying families.)

(B) Rents charged for the reserved units shall be no more than 30% of 60% of the area median income for lower income

households and 30% of 50% for very low income households.

(C) The developer and/or future owner of the project shall be required to reserve the lower income units at the controlled rents for a minimum of ten years. Projects receiving a density bonus and at least one additional incentive shall be subject to a 30 year reservation. The Council, at its discretion, may increase the length of the agreement, depending on the size of the project, the number of units, the location, and the density increase requested.

(D) To certify that the current owner has complied with the terms of the agreement, the owner shall file a Certification of Compliance form with the city on an annual basis. A copy of this form is available from the Community Development Department. This form indicates the lessees of the controlled units, their respective unit numbers, monthly rents, household incomes, and phone numbers. Lease agreements for each of the units must also be attached.

(E) Should the owner or developer not be in compliance with the terms of the agreement they shall be subject to a \$50 per day per unit fine and the length of the agreement shall be extended on an equivalent day-for-day basis, which shall be accessed on the property tax rolls pursuant to the Administrative Citation procedures in the Antioch Municipal Code.

(F) To compensate the city for processing costs, the developer or owner will be required to pay the city a fee established by the City Council and adopted in the annual Master Fee Schedule.

(G) *Applicability.* All projects with approved density bonuses prior to the formulation of this policy are subject to the restrictions that were placed on them as conditions of their density bonuses. Projects that were constructed and occupied prior to the formulation of this policy are exempt from any density bonus restrictions.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14) Penalty, see §9-5.2904

§ 9-5.3504 APPLICATION PROCESSING.

(A) Prior to the submittal of any formal permit requests a developer may submit to the city a preliminary proposal for a residential project for which a density bonus is sought. Within 90 days of the receipt of such a preliminary proposal the city shall notify the developer in writing of any density bonuses or incentives for which the project would be eligible. A formal request for the density bonus pursuant to the requirements of this article may then be submitted to the city concurrently with the application(s) for any necessary permits. This request shall be considered by the City Council along with the required Density Bonus Agreement after any necessary permits are approved by the appropriate body (or concurrently if City Council approval is required as well).

(B) All requests for density bonuses, concessions and incentives, any additional city incentives, parking reductions, and waivers provided pursuant to this chapter, shall be submitted with the Below Market Rate (BMR) Housing Plan required by this section. The developer shall include the following additional information in the BMR Housing Plan:

(1) A site plan depicting the number and location of all market rate units, BMR units, density bonus BMR units, and bonus units.

(2) A calculation of the maximum number of dwelling units permitted by this ordinance and the General Plan, excluding any density bonus.

(3) The targeted income level of the proposed density bonus BMR units.

(4) Description of any requested concessions, incentives, waivers of development standards, or parking reductions requested pursuant to § 18.15.040, state mandated concessions and incentives.

(5) For all concessions and incentives except those listed in § 18.15.040(C), Concessions Not Requiring Financial Pro Forma from Applicant, a pro forma demonstrating that the requested concessions and incentives result in identifiable, financially sufficient, and actual cost reductions. The pro forma shall include:

(a) The actual cost reduction achieved through the concession or incentive; and

(b) Evidence that the cost reduction allows the Developer to provide affordable rents or affordable sales prices.

(6) For waivers of development standards: evidence that the development standards for which the waivers are requested will have the effect of physically precluding the construction of the residential development with the density bonus, concessions, or Incentives requested.

(7) The Community Development Director may require that any pro forma submitted pursuant to division (A)(5) of this section include information regarding capital costs, equity investment, debt service, projected revenues, operating expenses, and such other information as is required to evaluate the pro forma. The cost of reviewing any required pro forma data, including but not limited to the cost to the city of hiring a consultant to review the pro forma, shall be borne by the Developer.

(8) If a mixed use building or development is proposed, the Developer shall provide evidence that nonresidential land uses will reduce the cost of the residential development, and the nonresidential land uses are compatible with the residential development and existing or planned surrounding development.

(9) If a density bonus is requested for a land donation, the BMR Housing Plan shall show the location of the land to be dedicated, provide proof of site control, and provide evidence that each of the findings included in Cal. Gov't Code § 65915(g) can be made.

(10) If a density bonus or concession is requested for a child care facility or condominium conversion, the BMR Housing Plan shall provide evidence that the findings in Cal. Gov't Code § 65915(h) or 65915.5, as appropriate, can be made.

(C) *City review of application for state mandated density bonus, concessions, and incentives.* Any request for a density bonus, concessions, incentives, waivers, or parking reductions provided pursuant to § 18.15.030, State Mandated Density Bonuses, and § 18.15.040, State Mandated Concessions and Incentives, shall be processed, reviewed, and approved or denied by the decision-making body (Planning Commission or the City Council on appeal) concurrently with the BMR Housing Plan required for the housing development. In accordance with state law, neither the granting of a concession or incentive, nor the granting of a density bonus, shall be interpreted, in and of itself, to require a General Plan amendment, zoning change, or other discretionary approval.

(D) *Findings for approval of state mandated density bonus, concessions, and incentives.* Before approving an application that includes a request for a density bonus, incentive, concession, waiver, or parking reduction provided pursuant to § 18.15.030, State Mandated Density Bonuses, and § 18.15.040, State Mandated Concessions and Incentives, the decision-making body shall make the following findings, as applicable:

(1) The housing development is eligible for a density bonus and any concessions, incentives, waivers, or parking reductions requested.

(2) Any requested incentive or concession will result in identifiable, financially sufficient, and actual cost reductions based upon appropriate financial analysis and documentation if required.

(3) If the density bonus is based all or in part on donation of land, the findings included in Cal. Gov't Code § 65915(g).

(4) If the density bonus, incentive, or concession is based all or in part on the inclusion of a child care facility, the findings included in Cal. Gov't Code § 65915(h).

(5) If the incentive or concession includes mixed-use development, the findings included in Cal. Gov't Code § 65915(k) (2).

(6) If a waiver is requested, the development standards for which a waiver is requested would have the effect of physically precluding the construction of the residential development with the density bonus, concessions, or incentives permitted.

(E) *Findings for denial of incentives, concessions or waivers.*

(1) *Denial of concessions and incentives.* If the findings required by division (C) of this section can be made, the decision-making body may deny a concession or incentive only if it makes a written finding, supported by substantial evidence, of either of the following:

(a) The concession or incentive is not required to provide for affordable rents or affordable ownership costs.

(b) The concession or incentive would have a specific adverse impact upon public health or safety or the physical environment or on any real property that is listed in the California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households. For the purpose of this division, **SPECIFIC ADVERSE IMPACT** means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the residential development was deemed complete.

(c) The concession or incentive would be contrary to state or federal law.

(2) *Denial of waivers.* If the findings required by division (C) of this section can be made, the decision-making body may deny a waiver only if it makes a written finding, supported by substantial evidence, of either of the following:

(a) The waiver would have a specific adverse impact upon health, safety, or the physical environment, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households. For the purpose of this division, **SPECIFIC ADVERSE IMPACT** means a significant, quantifiable, direct, and unavoidable impact, based on objective, and identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete.

(b) The waiver would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(c) The waiver would be contrary to state or federal law.

(3) *Denial of incentive or bonus for child care center.* If the findings required by division (C) of this section can be made, the decision-making body may deny a density bonus, incentive, or concession that is based on the provision of child care facilities only if it makes a written finding, based on substantial evidence, that the city already has adequate child care facilities.

(F) *Appeals.* The developers may appeal the denial of a request for a density bonus or a concession or incentive to the City Council.

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 2089-C-S, passed 6-24-14)

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: August 11, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin Scudero, Associate Planner *KS*

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: Preliminary Development Plan for United Pacific Gas Station/Convenience Store/Car Wash (PDP-20-01)

RECOMMENDED ACTION

It is recommended that the City Council provide feedback to staff regarding the proposal and provide direction to the applicant for any future entitlement submittal.

DISCUSSION

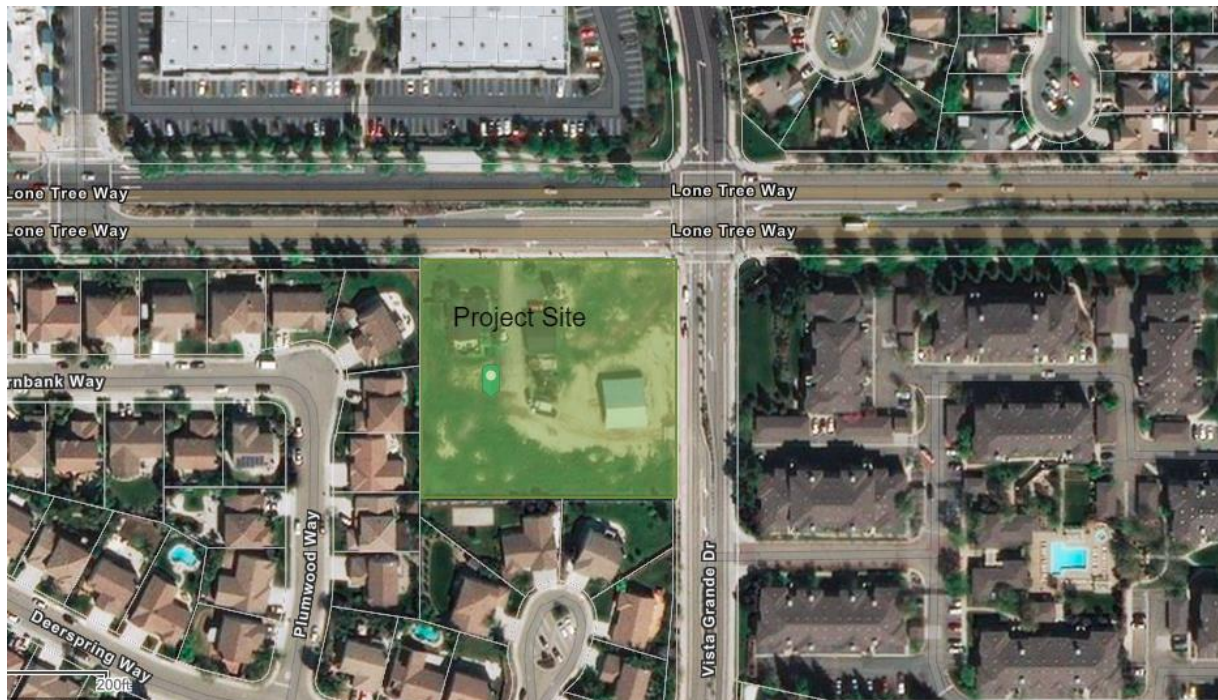
Request

The applicant is requesting preliminary plan review of a proposal to construct a new convenience store, attached car wash, and gas station. The applicant is proposing that the convenience store be open 24 hours and sell beer and wine. The project site is located at 5200 Lone Tree Way (APN 056-270-059).

The purpose of a preliminary plan is to gather feedback from the City Council and others in order for the applicant to become aware of concerns and/or issues prior to submitting an entitlement application. As a standard practice, preliminary plans are not conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to submitting an entitlement application.

The Planning Commission reviewed the project and provided feedback to staff and the applicant at their July 15 meeting. The Commission's recommendations are discussed in more detail below.

A copy of the project plans can be viewed here: <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/PDP-20-01.pdf>



Environmental

Preliminary plan review is a non-entitlement action and does not require environmental review. The future general plan amendment, rezone and other entitlements associated with the application would require compliance with the California Environmental Quality Act (CEQA). The appropriate CEQA document will be determined at the time of application submittal and preparation of an Initial Study checklist.

Project Overview

The proposed project consists of a new convenience store of 3,200 square feet, attached car wash of 1,125 square feet, a fuel canopy with eight fuel dispensers, two underground storage tanks, and related site improvements and landscaping. The applicant is proposing that the convenience store be open 24 hours and sell beer and wine. The convenience store will have up to 15 employees working in shifts of 2-3 employees at a time. The car wash will use a water reclamation system to ensure the most up-to-date recycling and waste management techniques are used. All the existing buildings on the site would be demolished as part of the construction. Future entitlements would include a General Plan Amendment, Rezone, Final Development Plan, Use Permit, Variance and Design Review.

Consistency with the General Plan

The current General Plan designation of the site is Office which allows a range of uses that include business and professional offices, restaurants, health clubs and spas, banks,

commercial daycare centers, and assembly uses. The proposed use is not allowed under the current General Plan designation; therefore, a General Plan amendment would be required.

The appropriate General Plan designation to establish this use at the site would be Convenience Commercial. This designation is described in the General Plan as follows:

“This designation is used to include small scale retail and service uses on small commercial lots, generally ranging up to one to four acres in size. Typical uses may include convenience markets, limited personal services, service stations, and commercial services. This designation is often located on arterial or collector roadway intersections in otherwise residential neighborhoods and, thus, requires that adequate surface parking circulation be included to ensure against any potential circulation difficulties affecting adjacent residences. Design features need to be included in these centers to ensure that convenience commercial developments are visually compatible with and complementary to adjacent and nearby residential and other less intensive uses.”

The project site is approximately two acres with residential homes to the south and west directly adjacent to the property. The homes are separated from the property by a six-foot masonry wall. The proposed gas station pumps are approximately 170 feet from the nearest residential home to the west and the proposed convenience store is approximately 125 feet from the nearest residential home to the south. Across Vista Grande Drive to the east of the project site there are multi-family apartment homes and the nearest building is approximately 200 feet from the proposed car wash.

While the Convenience Commercial designation above allows service stations in otherwise residential neighborhoods, staff has concerns with amending the General Plan to place this proposed use adjacent to residentially zoned property. When the adjacent residential subdivision was developed there was no plan for the proposed project site to be developed with a service station; therefore, the neighborhood was not designed with buffers or separation between the homes and the proposed project site. The operations of a 24-hour convenience store/gas station/car wash that sells beer and wine is a high intensity use and could potentially have adverse impacts on the adjacent residential homes. While this is only a preliminary development plan, and no environmental studies have been conducted, a high intensity use like a 24-hour convenience store/gas station/car wash has the potential to have noise, lighting and odor impacts on the adjacent residential properties. The proximity to the residential homes to the west and south of the project site is likely why the site was designated as Office in the General Plan; because of the typically low intensity, daytime oriented uses that the Office designation allows.

The most recent service stations developed in the City of Antioch have been located on parcels on major arterial streets that are not adjacent to residentially zoned property. Staff conducted a survey of all the gas stations along Lone Tree Way and Hillcrest Avenue and found that of the twelve gas stations along these streets, only four were located adjacent to residentially zoned property. All four of the gas stations constructed adjacent to

residentially zoned property were built prior to 1970. Below is a table listing of the gas stations:

| Gas Station | Location | Year Built | Adjacent to Residentially Zoned Property |
|---------------------|---|-------------------|---|
| Shell | 4198 Lone Tree Way (SW Corner of LTW and Mokelumne Dr. | 1999 | No |
| Chevron | 4600 Lone Tree Way (SE Corner of Lone Tree Way and Deer Valley Rd | 1992 | No |
| 7-Eleven | 4901 Lone Tree Way (NW Corner of Lone Tree Way & Hillcrest Avenue) | 1999 | No |
| Chevron | 3400 Hillcrest Avenue (SE Corner of Hillcrest Ave. & Wildflower Dr. | 1991 | No |
| Shell | 2701 Hillcrest Avenue (SE Corner of Hillcrest Ave. & Larkspur Dr.) | 1999 | No |
| 7-Eleven/76 Station | 2700 Hillcrest Avenue (SW Corner of Hillcrest Ave. & E. Tregallas Rd.) | 1987 | No |
| Valero | 1801 Hillcrest Avenue (SE Corner of Hillcrest Ave. & E. 18th St.) | 1960 | Yes |
| 76 Station | 4649 Golf Course Road (SW Corner of Lone Tree Way and Golf Course Road) | 2004 | No |
| Sinclair | 3720 Lone Tree Way (South of Raley's Shopping Center | 1966 | Yes |
| Shell | 2838 Lone Tree Way (NW Corner of LTW and Putnam St.) | 1964 | Yes |
| Valero | 2843 Lone Tree Way (NE Corner of Lone Tree Way & Worrell Rd.) | 1968 | Yes |
| ARCO AM/PM | 3300 Hillcrest Avenue (SW Corner of Hillcrest Ave. & Wildflower Dr.) | 2019 | No |

Another issue to consider are the potential environmental impacts of operating a gas station this close to residentially zoned property. The California Air Resources Board (CARB), in the Air Quality and Land Use Handbook, identifies gasoline dispensing facilities as a significant source of toxic air contaminant (TAC) emissions due to benzene, and provides recommendations for separation distances between gasoline dispensing facilities and sensitive receptors, which includes residential properties. The CARB recommends that gasoline dispensing facilities with a total throughput of 3.6 million gallons per year or greater be sited at least 300 feet away from existing residences or that a detailed health risk assessment (HRA) be performed if such land uses are within 300 feet of each other. The applicant originally indicated that this location would dispense between 5 and 8 million gallons a year but at the Planning Commission hearing they

stated that the original estimate was too high and they would be under the 3.6 million gallon threshold. The nearest gas dispenser would be located approximately 170 feet from the nearest residential property. As part of their entitlement application, staff would require a detailed estimate of the amount of gas to be dispensed at the site and would make a determination as to whether a detailed HRA should be performed. An excerpt from the Air Quality and Land Use Handbook discussing gas station dispensing facilities is included as Attachment "C" to the staff report.

In order to approve a General Plan Amendment, the following findings must be made:

1. The proposed project conforms to the provisions and standards of the General Plan.
2. The proposed Amendment is necessary to implement the goals and objectives of the General Plan.
3. The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City.
4. The proposed project will not cause environmental damage.
5. The Proposed General Plan Amendment will not require changes to or modifications of any other plans that the City Council adopted.

Upon preliminary review, staff believes that it will be difficult to make the necessary findings for a General Plan Amendment. Based on the issues discussed above related to potential noise, odor, and lighting impacts, as well as the potential environmental impacts of locating a gas station this close to residential property, staff believes that it would be difficult to make the findings that the proposed General Plan Amendment will not be detrimental to the public interest, convenience and general welfare of the City and that the proposed project will not cause environmental damage.

Staff requests that the City Council consider the required General Plan amendment findings and provide direction on whether an amendment to the General Plan for this project would be appropriate.

Variance Request

The applicant is proposing to sell beer and wine at the site. Antioch Municipal Code section 9-5.3831 states that "No on-sale or off-sale liquor establishments shall be operated within a radius of 500 feet from any other on-sale or off-sale liquor establishment or any school, public park, playground, recreational center, day care center or other similar use." The project site is located within 500 feet of Heidorn park; therefore, a variance would be required to sell alcohol at the site.

To approve a variance, the following four findings must be made (Antioch Municipal Code Section 9-5.2703). If an application can meet all four of the findings, then the variance can be granted. Conversely, if any one of the findings cannot be made, the variance should be denied.

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same zone or vicinity.
2. That the granting of such variance will not be materially detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.
3. That because of special circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, the strict application of the zoning provisions is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under the identical zone classifications.
4. That the granting of such variance will not adversely affect the comprehensive General Plan.

Upon a preliminary review, staff does not believe there are any exceptional or extraordinary circumstances applicable to the property nor any special circumstances that would enable the necessary findings to be made to grant a variance for alcohol sales.

Staff requests that the City Council discuss and consider whether a variance to allow alcohol sales on the site is appropriate and whether the required findings could be made.

Land Use Recommendations

As discussed above, staff requests that the City Council discuss and consider whether amending the General Plan to allow the development of a gas station/convenience store/car wash on the site is appropriate and whether the required findings could be made. Staff also requests that the City Council discuss whether the required findings for a Variance can be made. Should the City Council disagree with allowing the proposed service station development, then staff recommends that the City Council provide feedback to the applicant and staff on what uses they believe may be appropriate for the site.

Should the City Council support the proposed land use changes and variance, staff recommends that the Council consider the detailed analysis below of the proposed project and issues to consider for a future application submittal. At the end of the report is a summary list of staff recommendations.

Development Plan Issues and Recommendations

Historic Buildings

The applicant is proposing to demolish all the structures on the site. Given the age of the buildings on the site (pre-1930's), there is potential that they are of historic significance. Staff recommended to the applicant to conduct preliminary research on the potential historic significance of the buildings to include with their preliminary application, but none was provided. As part of the CEQA document that will be prepared for the project, the historic significance of the buildings on site will be studied. Depending on the results of the study, the removal of the buildings on site could be deemed a significant unavoidable impact per CEQA, thereby requiring an EIR and a statement of overriding considerations for the removal of the buildings. Another possible result would be that the buildings would have to be preserved somewhere on site.

Site Plan

As described above, the proposed project consists of a new convenience store of 3,200 square feet, attached car wash of 1,125 square feet, and a fuel canopy with eight fuel dispensers. The site will be accessed via one driveway on Lone Tree Way and one on Vista Grande Drive. Access from both driveways would be right in/right out only. Lone Tree Way in front of the project site currently features three travel lanes with no dedicated turn lane, which would require vehicles, including large gas tankers, to slow down in the travel lane to turn into the project site. Staff is recommending that a deceleration lane be added along the project frontage on Lone Tree Way for vehicles turning into the project site. A traffic study will be required as part of the CEQA analysis for their entitlement application.

The Antioch Municipal Code requires automotive service stations with convenience stores to provide one parking space per 250 square feet of gross floor area plus one space per employee on the largest shift. The proposed site plan contains eighteen standard parking spaces, one accessible space, and sixteen fueling positions; a total of thirty-five spaces which is more than the sixteen spaces the municipal code requires. Six of the proposed parking spaces are located at the rear of the site close to the residential homes and in a rather remote area of the site. Staff is recommending that these spaces be removed or relocated on the site to an area away from the residential homes that would be more convenient for customers to park and access the convenience store.

The Citywide Design Guidelines require car wash facilities to be designed to minimize machinery and blower noise, and to be oriented away from sensitive uses. The proposed car wash is located on the eastern end of the project site, which is the area of the site furthest from the residential homes to the west and south, but closer to the apartments to the east. A noise study will be required as part of the CEQA document for their entitlement application to determine if the noise generated at the site would have negative impacts on surrounding properties .

The western portion of the site does not currently show any plan for development and the applicant has indicated that no decision has been made regarding the utilization of this portion of the site. The applicant is proposing to demolish the structures and grade the land. They will then put into effect a weed/maintenance mitigation plan after the development of the main portion of the property. However, the future development application will be required to include any future development of this area in the proposed land uses, site plan and CEQA analysis. Should the application not show any future development then staff would recommend that the area be landscaped in a manner consistent with the rest of the site.

Architecture & Landscaping

The proposed building architecture for the Rocket convenience store and car wash features clean lines and varied parapet heights, with materials including stucco, corrugated metal siding and aluminum storefront. The proposed building colors are a mix of dark blue and grays with white trim. The gas station canopy features standard Chevron colors and logos and is not compatible with the building colors and architecture of the main building.

Section 3.2.11c of the Citywide Design Guidelines states that “site-specific architectural design is strongly encouraged, rather than corporate or franchise design solutions.” The section also states that “all structures on the site (including kiosks, car wash buildings, gas pump columns, etc.) shall be architecturally consistent and related to an overall architectural theme.” In addition, Section 9-5.3815 (C) (6) of the Antioch Municipal Code states that “service stations constructed in areas that are predominantly of residential character shall be designed to maintain a residential atmosphere.” As previously mentioned above, the Convenience Commercial general plan designation also states that “design features need to be included in these centers to ensure that convenience commercial developments are visually compatible with and complementary to adjacent and nearby residential and other less intensive uses.”

The proposed architecture makes no attempt to blend in with the nearby residential developments; therefore, staff is recommending that as part of their entitlement application the applicant submit a new design that is consistent with the requirements and recommendations set forth in the Citywide Design Guidelines, Antioch Municipal Code and General Plan. Staff has included an example of a service station that meets these requirements from the Citywide Design Guidelines as Attachment “D” to the staff report.

The applicant is also proposing wall mounted display poster panels on the building elevations and freestanding advertising panels near the gasoline pumps. Section 7.3.1a of the Citywide Design Guidelines limits building signage to “only the name or nature of the business and/or a highly recognizable logo”. Therefore, staff is recommending that the display poster panels and freestanding advertising panels be removed from any future submittal.

The proposed landscaping is located primarily around the perimeter of the site with a thirteen-foot setback shown along Lone Tree Way and a twenty-foot setback along Vista Grande Drive. While the Planned Development (PD) zoning the applicant is requesting does allow for some flexibility in zoning standards, the C-1 (Convenience Commercial) zoning standards are what the Planned Development will be compared to and will need to be mostly consistent with. The C-1 zoning standards require a thirty-foot landscape setback along arterial streets; therefore, staff is recommending that the landscape setback along Lone Tree Way be increased from thirteen feet to thirty feet. Staff is also recommending that the landscaping setbacks be bermed to a sufficient height to screen the pump islands from passing motorists, which is a requirement per Antioch Municipal Code Section 9-5.3815 (D) (1).

The proposed landscaping shows a mix of trees, shrubs and ground cover. The ground cover being shown is lawn which is not compliant with the City of Antioch Ordinance No. 2162-C-S The State Model Water Efficient Landscape Ordinance (MWELo). Staff is recommending that a revised landscaping plan be submitted that uses water efficient trees, shrubs and groundcover from the Citywide Design Guidelines plant palette and is consistent with the MWELo requirements.

Planning Commission Meeting

At the July 15th Planning Commission Meeting the Planning Commission provided feedback to staff and the applicant on the proposed project. The Commission was generally supportive of the use at the site provided the required general plan findings could be made and the potential impacts to the neighboring properties could be sufficiently mitigated. The Commission was also supportive of staff recommendations related to the project design. Specifically, they felt that the recommended deceleration lane was necessary and that the design should be modified to meet the Citywide Design Guidelines. Some Commissioners expressed a desire to see the materials from the existing ranch building at the site incorporated into a new project design.

The Commission also expressed concerns regarding the potential impacts that the 24-hour operation and alcohol sales would have on the neighboring properties. They recommended that as part of an entitlement application that staff request comment from the Antioch Police Department on the impacts these operations have had throughout the City. The commission felt that limiting the hours of operation would be a possible way to mitigate some of the impacts to the neighboring residential properties.

Conclusion

The purpose of a preliminary plan is to gather feedback from the Planning Commission, City Council and others in order for the applicant to become aware of concerns and/or issues prior to Final Development Plan submittal. As standard practice, preliminary plans are not conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to a final plan hearing. If the City Council

supports the required General Plan Amendment and Variance, staff recommends the Council discuss the recommendations below related to project design and provide feedback and recommendations to the applicant and staff.

Recommended modifications to the Project Design:

1. Provide a revised building and canopy design consistent with the Citywide Design Guidelines, Antioch Municipal Code and General Plan and compatible with adjacent residential development.
2. Remove display poster panels and freestanding advertising signage.
3. Add a deceleration lane along the Lone Tree Way project frontage to allow safer truck ingress and egress.
4. Provide landscaping in a landscape strip along detached sidewalk on Lone Tree Way.
5. Remove the existing driveway at the project site along Lone Tree Way.
6. Provide a landscaping plan that is consistent with the City of Antioch Ordinance No. 2162-C-S The State Model Water Efficient Landscape Ordinance (MWELO).
7. Increase the landscape setback along Lone Tree Way to thirty feet and berm all landscape frontages to a sufficient height to screen the pump islands from passing motorists.
8. Remove or relocate the six parking spaces at the rear of the site to an area away from the residential homes that would be more convenient for customers to park and to access the convenience store.
9. Include any future development plan and proposed uses for the vacant area of the site in the entitlement application. If no plan is provided, show the area landscaped in a manner consistent with the rest of the site.

ATTACHMENTS:

- A. Project Description
- B. Project Plans
- C. Air Quality and Land Use Handbook Excerpt
- D. Service Station Design Example
- E. CCCFD Comment Letter

ATTACHMENT A

UNITED PACIFIC LONE TREE REVISED PROJECT DESCRIPTION 5200 Lone Tree Way, Antioch, CA

The project consists of the construction of a new United Pacific convenience store (c-store) of 3,200 square feet, an attached carwash of 1,125 square feet, a fuel canopy of 5,566 square feet with eight fuel dispensers, two underground storage tanks, and related site improvements and landscaping. The convenience store will operate 24 hours and sell beer and wine.

The western portion of the site does not currently show any plan for development. No decision has been made regarding utilization of the remainder portion. Structures on this portion will be demolished and the land will be graded. A weed/maintenance mitigation plan will be put into effect after development of the main portion of the property.

Founded in 1955, United Pacific has been in operation for over 60 years, and is one of the largest fuel and convenience store operators in the Western U.S. United Pacific owns over 500 retail fuel and c-stores, operating 323 of them under 76, Conoco, Phillips 66, Shell, Chevron and their own Private brand, United Oil. They sell close to 2 million gallons of fuel each day through their station network and have over 100 car wash locations.

The c-store will have up to 15 employees working in shifts of 2-3 employees at a time. The car wash will use a water reclamation system to ensure the most up-to-date recycling and waste management techniques. The station will have no auto/tire repair or service. Deliveries are handled at different times of the day depending on location.

The proposed development would replace an older residential property with very dated structures. In preliminary discussions with neighbors, some expressed a desire to see the site upgraded.

The property area is 87,198 square feet, or 2.00 acres. The project proposes right in/right out ingress and egress from Lone Tree Way and Vista Grande Drive.

Thirteen parking stalls are required and nineteen are provided. The landscaping will consist of drought-tolerant species, including shade canopy trees. The car wash drive lane provides adequate stacking away from areas of ingress/egress from public right-of-way. The light fixtures will be shielded to prevent spill over property lines, with heightened sensitivity at the residential-facing property lines.

The architecture of the proposed building features clean lines and varied parapet heights, with materials including stucco, corrugated metal siding and aluminum storefront. These materials will be replicated for the canopy and trash enclosure. Rooftop equipment is screened by elevated and variable height parapets.

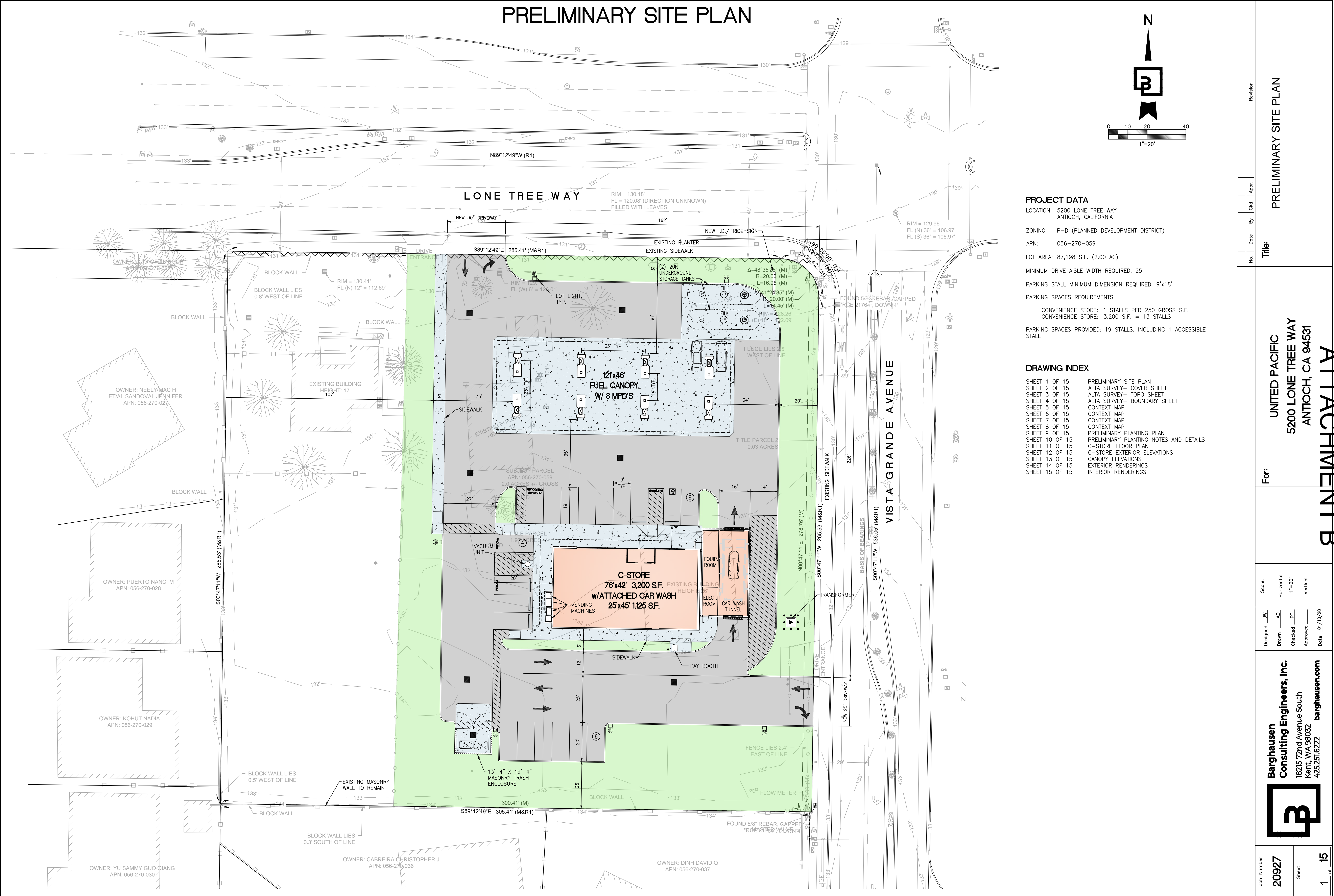
The property is zoned P-D, Planned Development District, with an underlying Land Use Designation of Office. Auto-related uses and retail uses are not generally compatible with the Land Use Designation Office, so the project will require a General Plan Amendment to allow Commercial uses, and a rezone to PD Planned Development. The project will also require a Conditional Use Permit.

The subject property has a mix of commercial and office uses in proximity, and therefore is not an incompatible use. The property is of a size and shape to support the intended use. There is adequate access and public services and facilities to serve the proposed development. Potential environmental impacts, such as noise and light, can be effectively mitigated through design and manufacturer solutions.

On the south side of Lone Tree Way, for over a mile and a half between Deer Valley Road and Heidorn Ranch Road, there are no retail shopping options. A raised concrete median with planters runs the length of Lone Tree Way between those two cross streets, so residents must travel to signalized intersections in

order to cross to the north side of Lone Tree Way in order to shop. The proposed development offers a convenient option for local traffic to pop in for a quick snack or fuel up on the south side of the street.

We believe the proposed development will be a dynamic addition to the neighborhood.



PROJECT DATA

LOCATION: 5200 LONE TREE WAY
ANTIOCH, CALIFORNIA

ZONING: P-D (PLANNED DEVELOPMENT DISTRICT)

APN: 056-270-059

LOT AREA: 87,198 S.F. (2.00 AC)

MINIMUM DRIVE AISLE WIDTH REQUIRED: 25'

PARKING STALL MINIMUM DIMENSION REQUIRED: 9'x18'

PARKING SPACES REQUIREMENTS:

CONVENIENCE STORE: 1 STALLS PER 250 GROSS S.F.
CONVENIENCE STORE: 3,200 S.F. = 13 STALLS

PARKING SPACES PROVIDED: 19 STALLS, INCLUDING 1 ACCESSIBLE STALL

DRAWING INDEX

- | | |
|----------------|--|
| SHEET 1 OF 15 | PRELIMINARY SITE PLAN |
| SHEET 2 OF 15 | ALTA SURVEY- COVER SHEET |
| SHEET 3 OF 15 | ALTA SURVEY- TOPO SHEET |
| SHEET 4 OF 15 | ALTA SURVEY- BOUNDARY SHEET |
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| SHEET 14 OF 15 | EXTERIOR RENDERINGS |
| SHEET 15 OF 15 | INTERIOR RENDERINGS |

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|----------------------------|-------------------------|--|---|--|---|---------------------------------------|------------------------------------|
| Job Number 20927 | Sheet 1 of 15 | Scale: Horizontal 1"=20' Vertical 1"=10' | Designed JW Drawn AD Checked PT Approved Date 07/10/20 | Scale: Horizontal 1"=20' Vertical 1"=10' | For UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531 | Title PRELIMINARY SITE PLAN | Revision No. Date By Ckd. Appr. |
| | | | | | | | |

ALTA/NSPS LAND TITLE SURVEY

TITLE - LEGAL DESCRIPTION

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER NO. 30031952-991-991-PJ2
COMMITMENT DATE: JUNE 11, 2019

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL "A", AS SHOWN ON THE PARCEL MAP SUBDIVISION MS 7-87, FILED ON SEPTEMBER 10, 1987, IN BOOK 129 OF PARCEL MAPS, PAGE 35 CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM:

THOSE PARCELS GRANTED TO MEADOWS CREEK ESTATES, INC., A CALIFORNIA CORPORATION, IN THE DEED RECORDED OCTOBER 28, 1997 AS INSTRUMENT NO. 97-209500 OF OFFICIAL RECORDS.

PARCEL TWO:

A PORTION OF PARCEL "B" AS SAID PARCEL IS DESIGNATED ON THE MAP OF SUBDIVISION MS 7-87, FILED ON SEPTEMBER 10, 1987, IN BOOK 129 OF PARCEL MAPS AT PAGE 35, IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A", AS SAID PARCEL IS DESIGNATED ON THE ABOVE MENTIONED MAP (129 PM 35); THENCE ALONG THE EAST LINE THEREOF SOUTH 0° 47' 11" WEST, 6.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID EAST LINE SOUTH 0° 47' 11" WEST, 278.76 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89° 12' 49" EAST, 5.00 FEET; THENCE NORTH 0° 47' 11" EAST, 265.53 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 41° 24' 35", AN ARC LENGTH OF 14.45 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES", AS RESERVED IN THE DEED FROM FREDERICK H. HEIDORN, ET UX, RECORDED SEPTEMBER 10, 1987 AS INSTRUMENT NO. 87-191631 IN BOOK 13889, PAGE 239 OF OFFICIAL RECORDS.

TITLE REPORT NOTES

| | | |
|------|--|--------------------------|
| I. | TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. | NOT SURVEY RELATED |
| II. | ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF. | NONE MADE AWARE SURVEYOR |
| III. | EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| IV. | DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| V. | (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| VI. | ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL NOT SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| VII. | DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING TO THE SUBSEQUENT EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES OF RECORDS FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. | NONE MADE AWARE SURVEYOR |
| 1. | PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE FISCAL YEAR 2019-2020. | NOT SURVEY RELATED |
| 2. | THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY. | NOT SURVEY RELATED |
| 3. | WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| 4. | (A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. | NOT SURVEY RELATED |
| 5. | ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND. | NONE MADE AWARE SURVEYOR |
| 6. | EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| 7. | ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| 8. | (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| 9. | ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL NOT SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| 10. | THE HEREIN DESCRIBED LAND IS LOCATED IN AN AREA FREQUENTLY SUBJECT TO LAND CONSERVATION CONTRACTS EXECUTED PURSUANT TO THE WILLIAMSON ACT (CAL. GOVT. CODE §§ 51200 ET SEQ.). LAND CONSERVATION CONTRACTS RESTRICT THE LAND USE TO AGRICULTURAL, RECREATIONAL, OPEN-SPACE AND OTHER COMPATIBLE USES. IF THE HEREIN DESCRIBED LAND IS SUBJECT TO A LAND CONSERVATION CONTRACT, PLEASE NOTIFY THE TITLE DEPARTMENT. THE COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL ITEMS AND/OR MAKE FURTHER REQUIREMENTS. | NOT SURVEY RELATED |

TITLE REPORT NOTES

| | | |
|-----|---|---|
| 11. | EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: GREAT WESTERN POWER COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS PURPOSE: ELECTRIC POLE LINE RECORDING DATE: DECEMBER 4, 1929 RECORDING NO: BOOK 205, PAGE 495, OF OFFICIAL RECORDS AFFECTS: AS DESCRIBED THEREIN THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD. | DOES AFFECT BLANKET IN NATURE |
| 12. | MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED: AUGUST 6, 1968 EXECUTED BY: BOARD OF SUPERVISORS RECORDING DATE: SEPTEMBER 13, 1968 RECORDING NO: 67558, BOOK 5708, PAGE 456, OF OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. | DOES AFFECT |
| 13. | THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY, OR FREEWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY SAID TRACT/PLAT. AFFECTS: AS DEFINED THEREIN | DOES AFFECT AS SHOWN HEREON |
| 14. | ANY RIGHTS INCIDENTAL TO THE OWNERSHIP AND DEVELOPMENT OF THE MINERAL INTEREST EXCEPTED OR RESERVED IN THE DOCUMENT ENTITLED: GRANT DEED DATED: AUGUST 10, 1987 RECORDING DATE: SEPTEMBER 10, 1987 RECORDING NO: 87-191631, BOOK 13889, PAGE 239, OF OFFICIAL RECORDS AFFECTS: AS DEFINED THEREIN | DOES AFFECT PARCEL 2 OF TITLE NOT PLOTTABLE |
| 15. | MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT DATED: FEBRUARY 14, 1989 EXECUTED BY: CITY OF ANTIOCH AND MEADOW CREEK ESTATES RECORDING DATE: JUNE 19, 1989 RECORDING NO: 89-113218, BOOK 15139, PAGE 957, OF OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS: PARCEL TWO AND OTHER PROPERTY | DOES AFFECT PARCEL 2 OF TITLE NOT PLOTTABLE |
| 16. | MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT RELINQUISHING RIGHTS TO WATER SERVICE DATED: JANUARY 31, 1994 EXECUTED BY: MEADOW CREEK ESTATES, INC. AND EAST CONTRA COSTA IRRIGATION DISTRICT RECORDING DATE: APRIL 5, 1994 RECORDING NO: 94-095139, OF OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS: PARCEL TWO AND OTHER PROPERTY | MAY AFFECT CALLS TO OLD APN's BLANKET IN NATURE |
| 17. | THE SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OR DEEDS OF TRUST OF RECORD, THEREFORE THE COMPANY RESERVES THE RIGHT TO REQUIRE FURTHER EVIDENCE TO CONFIRM THAT THE PROPERTY IS UNENCUMBERED, AND FURTHER RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS OR ADD ADDITIONAL ITEMS OR EXCEPTIONS UPON RECEIPT OF THE REQUESTED EVIDENCE. | NOT SURVEY RELATED |
| 18. | ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| 19. | DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. | NONE MADE AWARE SURVEYOR |
| 20. | THE TRANSACTION CONTEMPLATED IN CONNECTION WITH THIS REPORT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE COMPANY'S CORPORATE UNDERWRITING DEPARTMENT. THE COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL ITEMS OR MAKE FURTHER REQUIREMENTS AFTER SUCH REVIEW. | NOT SURVEY RELATED |

PARCEL INFORMATION

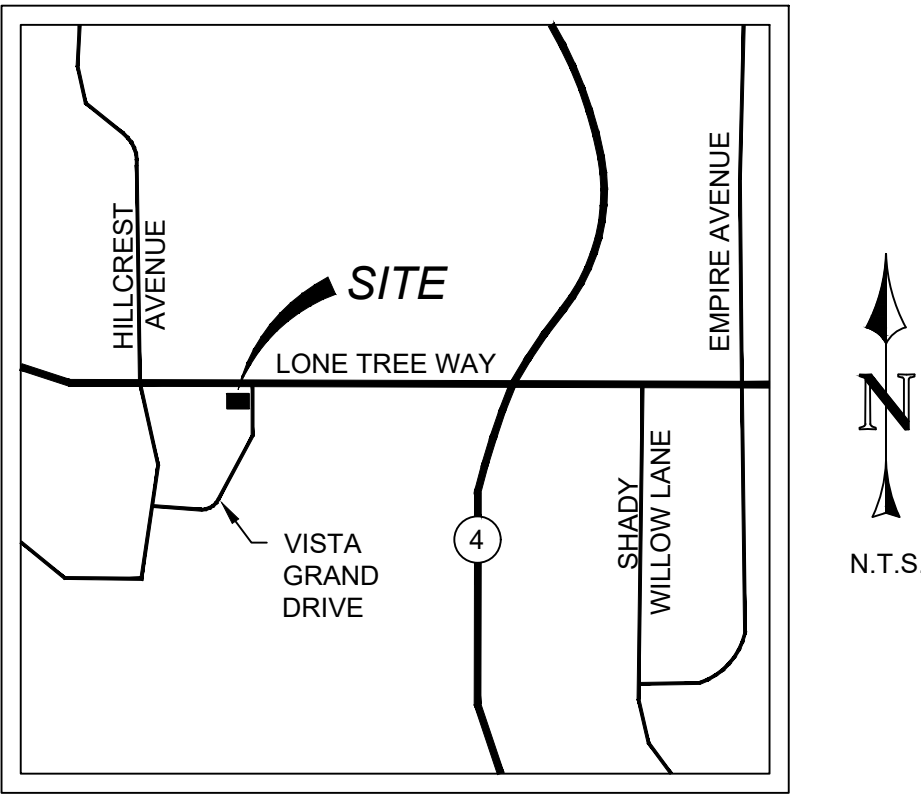
| | |
|---------|--|
| OWNER: | JORGE F. VARGAS, AN UNMARRIED MAN |
| APN: | 056-270-059 |
| ZONING: | PARCEL INFORMATION PER CITY OF ANTIOCH WEBSITE THE PARCEL IS CURRENTLY ZONED: PLANNED DEVELOPMENT DISTRICT (P-D) |

UTILITIES

| |
|---|
| SANITARY SEWER - CITY OF ANTIOCH - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE |
| STORM SEWER - CITY OF ANTIOCH - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE |
| WATER - CITY OF ANTIOCH - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE |
| GAS - PACIFIC GAS & ELECTRIC - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE |
| ELECTRIC - PACIFIC GAS & ELECTRIC - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE |

RESULT

VICINITY MAP



NOTES

- BASIS OF BEARINGS: THE MONUMENTED CENTERLINE OF VISTA GRANDE DRIVE AS SHOWN PER PARCEL MAP OF "MEADOW CREEK VILLAGE UNIT 1" RECORDED IN BOOK 413 OF MAPS AT PAGE 46 IN THE COUNTY OF CONTRA COSTA. TAKEN TO BEAR: N00°47'11"E
- BASIS OF ELEVATIONS: CONTRA COSTA COUNTY BRASS DISK #493 STAMPED P3007 + 60.30. ELEVATION = 92.397' NGVD27.
- SITE BENCHMARKS:
BASE CONTROL POINT NUMBER 500.
A NAIL SET IN THE SIDEWALK AT THE NORTHERN TANGENCY OF THE NORTHEAST CORNER OF SITE. ELEVATION = 130.23', AS SHOWN ON SHEET 2.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- CERTIFICATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- SUBSURFACE AND ENVIRONMENTAL CONCERNS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
- THE LOCATIONS OF UNDER GROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES/STRUCTURES. DEPTHS UNKNOWN.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
- SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X". AREAS WITHIN ZONE "X" ARE DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR CONTRA COSTA COUNTY, CALIFORNIA. MAP NUMBER: 06013C0335F EFFECTIVE DATE: 06/16/2009
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK.
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- DURING THE COURSE OF THE ALTA SURVEY THERE HAVE BEEN NO CHANGES IN THE STREET RIGHT OF WAY LINES. NO CHANGES TO STREET RIGHT OF WAY WERE MADE AWARE TO THE SURVEYOR.
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF A WETLANDS FIELD DELINEATION.

SURVEYOR'S STATEMENT

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2-4, 5, 6(A), 8, 9, 11, 13, 14, 16, 17 & 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 11/20/2019

DATE OF PLAT OR MAP 12/05/2019

ME R 12/05/19

NEIL ELLIOTT THONSEN, PLS 8656 DATE

IN ACCORDANCE WITH SECTION 8770.6 OF THE BUSINESS AND PROFESSIONS CODE, STATE OF CALIFORNIA (PROFESSIONAL LAND SURVEYOR'S ACT, AS AMENDED JANUARY 1, 2006), THE USE OF THE WORK "CERTIFY" OF "CERTIFICATION" BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER IN THE PRACTICE OF PROFESSIONAL ENGINEERING OF LAND SURVEYING OR THE PREPARATION OF MAPS, PLATS, REPORTS, DESCRIPTIONS, OR OTHER SURVEYING DOCUMENTS ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

PREPARED BY:



ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR:

CLIENT

5200 LONE TREE WAY
ANTIOCH, CA 94531
SECTION 4, T.1N, R.2E

PROJECT INFO:

| | |
|-------------|------------|
| PROJECT NO: | 19138 |
| DRAWN BY: | CLD, JDK |
| CHECKED BY: | NET |
| DATE: | 12/05/2019 |

REVISIONS:

| NO. | DATE | DESC. |
|-----|------------|----------------|
| | 12/05/2019 | ORIGINAL ISSUE |
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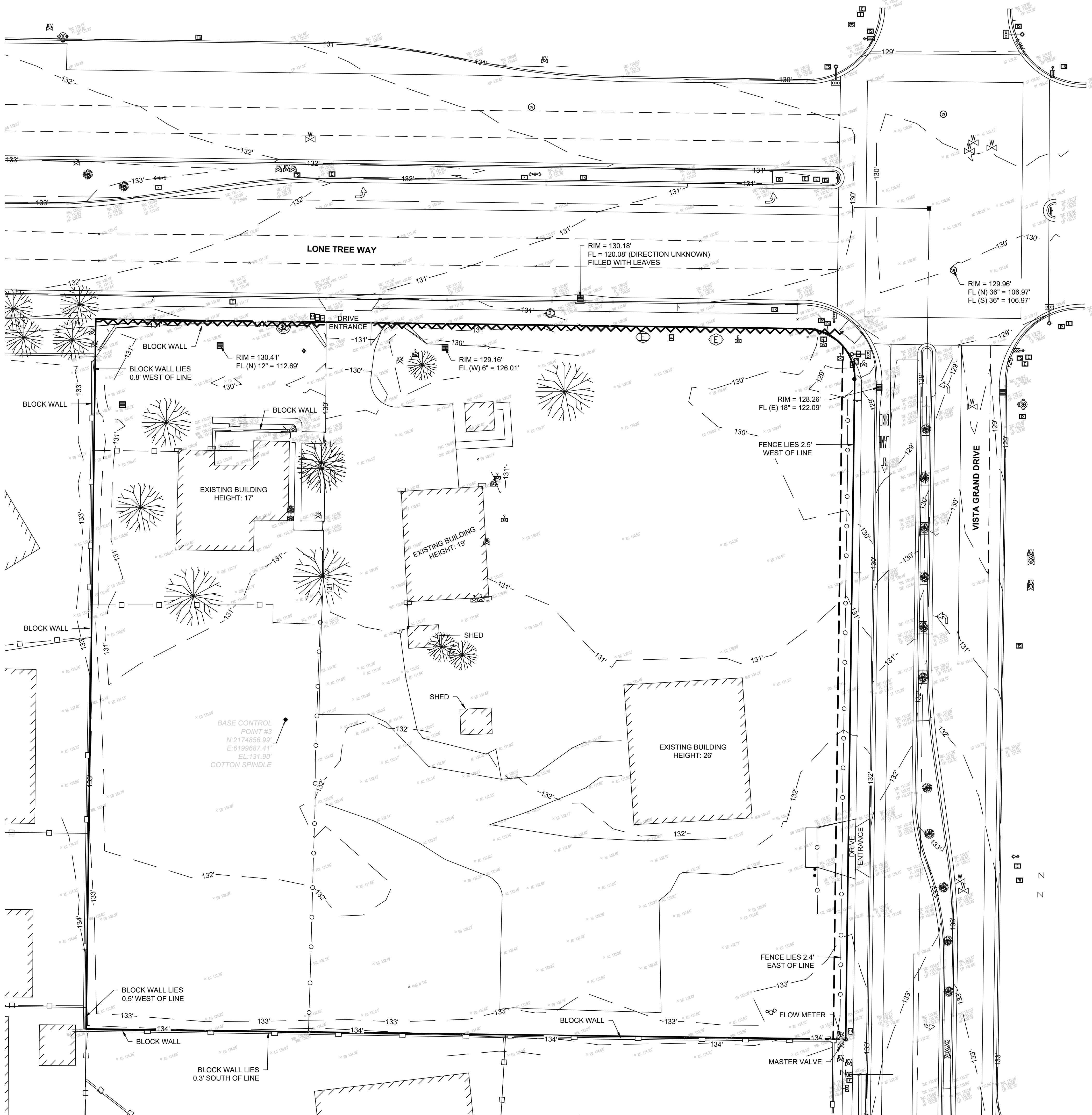
COVER
SHEET

2 OF 15

LEGEND

| | | | |
|----------------------------|---|---------------------------------|---|
| BACKFLOW PREVENTOR | N | SANITARY SEWER - GREASE TRAP | ⊙ |
| BENCH | 1 | SANITARY SEWER - MANHOLE | ⊙ |
| BIKE RACK | M | SANITARY SEWER - RISER | ⊙ |
| BOLLARD | • | SANITARY SEWER - STRUCTURE | ⊙ |
| BUSH | • | SANITARY SEWER - VALVE | ⊙ |
| CABLE - BOX | • | SANITARY SEWER - VAULT | ⊙ |
| CABLE - MANHOLE | • | SIGN | ⊙ |
| CABLE - RISER | • | SIGN - NO PARKING | ⊙ |
| CABLE - STRUCTURE | • | SIGN - STOP | ⊙ |
| CABLE - VAULT | • | SIGN - YIELD | ⊙ |
| CACTUS | • | STORM DRAIN - BOX | ⊙ |
| CONTROL - BRASS CAP | • | STORM DRAIN - GRATE | ⊙ |
| CONTROL - BRASS DISC | • | STORM DRAIN - GRATE CIRCULAR | ⊙ |
| CONTROL - CHISELED CROSS | • | STORM DRAIN - MANHOLE | ⊙ |
| CONTROL - COTTON SPINDLE | • | STORM DRAIN - RISER | ⊙ |
| CONTROL - IRON PIPE | • | STORM DRAIN - STRUCTURE | ⊙ |
| CONTROL - NAIL FOUND | • | STORM DRAIN - VAULT | ⊙ |
| CONTROL - NAIL SET | • | STRIPING - AHEAD | ⊙ |
| CONTROL - REBAR FOUND | • | STRIPING - ARROW LEFT | ⊙ |
| CONTROL - TAG | • | STRIPING - ARROW RIGHT | ⊙ |
| DOME | • | STRIPING - ARROW STRAIGHT | ⊙ |
| DOUBLE BACKFLOW PREVENTOR | • | STRIPING - ARROW STRAIGHT LEFT | ⊙ |
| ELECTRIC - BOX | • | STRIPING - ARROW STRAIGHT RIGHT | ⊙ |
| ELECTRIC - CABINET | • | STRIPING - HANDICAP | ⊙ |
| ELECTRIC - MANHOLE | • | TELEPHONE - BOX | ⊙ |
| ELECTRIC - METER | • | TELEPHONE - MANHOLE | ⊙ |
| ELECTRIC - RISER | • | TELEPHONE - RISER | ⊙ |
| ELECTRIC - STRUCTURE | • | TELEPHONE - STRUCTURE | ⊙ |
| ELECTRIC - TRANSFORMER | • | TELEPHONE - VAULT | ⊙ |
| ELECTRIC - VAULT | • | TELEPHONE CABINET | ⊙ |
| FIRE DEPARTMENT CONNECTION | • | TRAFFIC SIGNAL | ⊙ |
| FIRE HYDRANT | • | TRAFFIC SIGNAL - BOX | ⊙ |
| GAS - BOX | • | TRAFFIC SIGNAL - MANHOLE | ⊙ |
| GAS - MANHOLE | • | TRAFFIC SIGNAL - RISER | ⊙ |
| GAS - METER | • | TRAFFIC SIGNAL - SHORT | ⊙ |
| GAS - RISER | • | TRAFFIC SIGNAL - STRUCTURE | ⊙ |
| GAS - STRUCTURE | • | TRAFFIC SIGNAL - VAULT | ⊙ |
| GAS - VALVE | • | TREE - DECIDUOUS | • |
| GAS - VAULT | • | TREE - EVERGREEN | • |
| GUY WIRE | • | TREE - PALM | • |
| HOSE BIB | • | UNKNOWN - BOX | • |
| IRON PIPE FOUND | • | UNKNOWN - MANHOLE | • |
| IRON PIPE SET | • | UNKNOWN - METER | • |
| IRRIGATION CONTROL VALVE | • | UNKNOWN - RISER | • |
| LANDSCAPING LIGHT | • | UNKNOWN - STRUCTURE | • |
| LIGHT POLE | • | UNKNOWN - VALVE | • |
| LIGHT POLE - 2 LIGHTS | • | UNKNOWN - VAULT | • |
| LIGHT POLE - 3 LIGHTS | • | WATER - BOX | • |
| LIGHT POLE - 4 LIGHTS | • | WATER - MANHOLE | • |
| LIGHT POLE - AREA | • | WATER - METER | • |
| MAIL BOX | • | WATER - PUMP | • |
| MONITORING WELL | • | WATER - RISER | • |
| POWER - POLE | • | WATER - STRUCTURE | • |
| POST INDICATOR VALVE | • | WATER - VALVE | • |
| ROOF DRAIN | • | WATER - VAULT | • |
| SANITARY SEWER - BOX | • | WHEEL STOP | • |
| SANITARY SEWER - CLEAN OUT | • | | |

| | | | |
|-----|-----------------------|---|-------------------------------|
| AC | ASPHALT CONCRETE | — | GRADE BREAK |
| BLD | BUILDING LINE | — | ROAD CENTERLINE |
| BS | BUS STOP | — | WOOD FENCE |
| CNC | CONCRETE | — | CHAIN LINK FENCE |
| CR | CROWN OF ROAD | — | WIRE FENCE |
| DW | DRIVEWAY | — | METAL FENCE |
| EG | EXISTING GRADE | — | TELEPHONE LINE - UNDERGROUND |
| EP | EDGE OF PAVEMENT | — | TELEPHONE LINE - OVERHEAD |
| FL | FLOW LINE | — | ELECTRIC LINE - OVERHEAD |
| FLP | FLOW LINE PIPE | — | ELEC. & TELE. LINE - OVERHEAD |
| FM | FENCE - METAL | — | ELECTRIC LINE - UNDERGROUND |
| FW | FENCE - WIRE | — | WATER LINE - UNDERGROUND |
| FWD | FENCE - WOOD | — | SEWER LINE - UNDERGROUND |
| GB | GRADE BREAK | — | STORM LINE - UNDERGROUND |
| HR | HANDRAIL | — | CABLE LINE |
| IE | INVERT ELEVATION | — | UNKNOWN LINE - UNDERGROUND |
| FF | FINISHED FLOOR | — | GAS LINE - UNDERGROUND |
| FFD | FINISHED FLOOR DOUBLE | — | PROPERTY BOUNDARY LINE |
| LIP | LIP OF CURB | — | FEMA BOUNDARY LINE |
| SS | SANITARY SEWER | — | BUILDING OUTLINE |
| ST | STRIPING | — | ADJACENT PROPERTY LINE |
| STB | STRIPING - BROKEN | — | SECTION LINE |
| STD | STRIPING - DOUBLE | | |
| SW | SIDEWALK | | |
| TBC | TOP BACK OF CURB | | |
| TFC | TOP FACE OF CURB | | |



PREPARED BY:

BASE
CONSULTING GROUP, INC.
16453 E. MANNING AVE
REEDLEY, CA 93654
PH: (559) 637-1544

ALTAN/SPS LAND TITLE SURVEY
PREPARED FOR:

CLIENT

5200 LONE TREE WAY
ANTIOCH, CA 94531
SECTION 4, T.1N, R.2E

PROJECT INFO:

| | |
|-------------|------------|
| PROJECT NO. | 19138 |
| DRAWN BY: | CLD, JDK |
| CHECKED BY: | NET |
| DATE: | 12/05/2019 |

REVISIONS:

| NO. | DATE | DESC. |
|-----|------------|----------------|
| | 12/05/2019 | ORIGINAL ISSUE |
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| | | |
| | | |

PROFESSIONAL LAND SURVEYOR
NEIL E. THOMSEN
No. 8656
Exp. 12/31/19
12/05/19

TOPO
SHEET

3 OF 15

LEGEND

●

FOUND AND ACCEPTED MONUMENT AS NOTED

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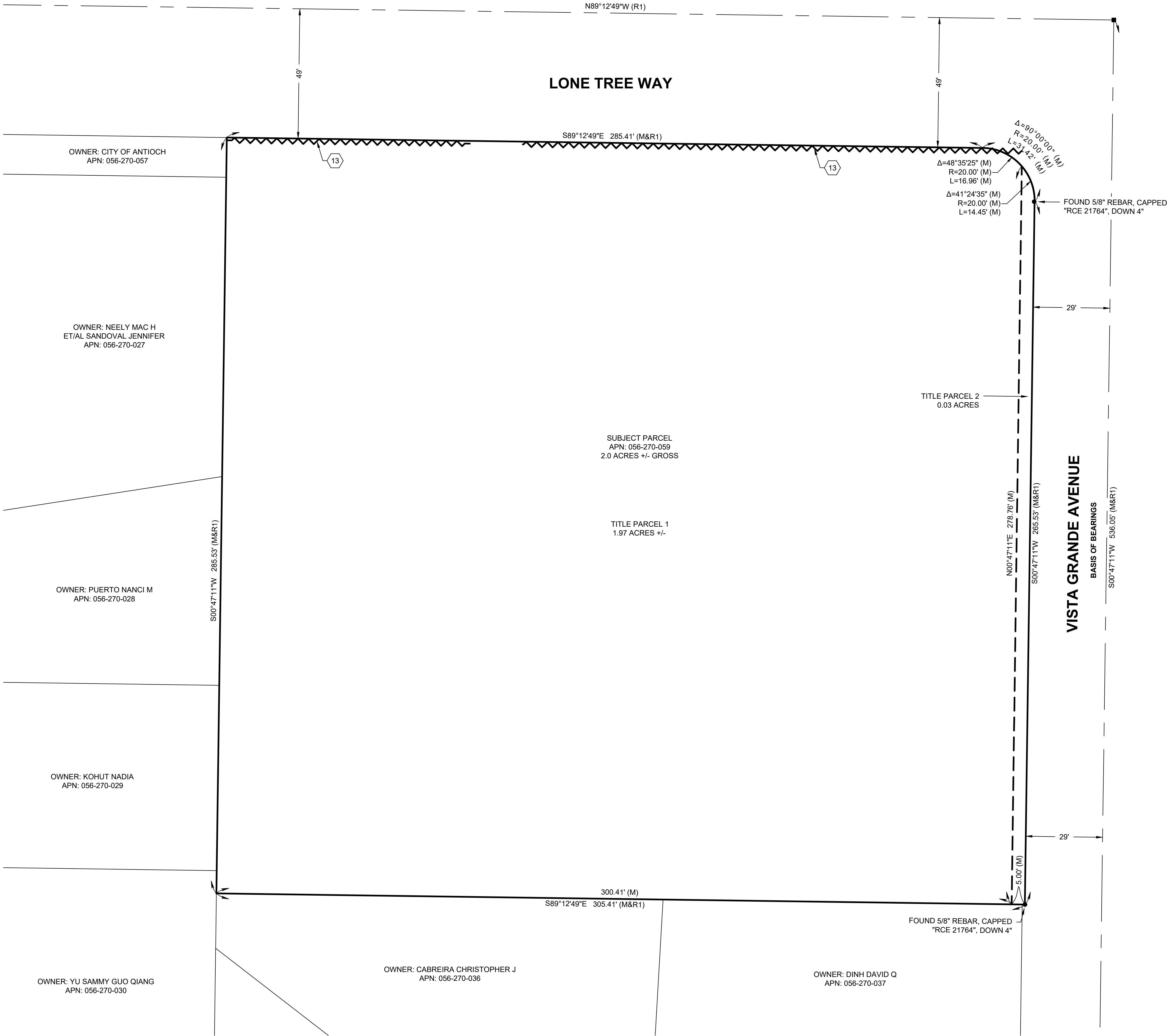
MEASURED

(R1)

RECORD AND CALCULATED DIMENSIONS PER "MEADOW CREEK VILLAGE UNIT 1"
RECORDED IN BOOK 413 OF MAPS AT PAGE 46 IN THE COUNTY OF CONTRA COSTA.

~~~~~

ACCESS RIGHTS RELINQUISHED



PREPARED BY:  
**BASE**  
CONSULTING GROUP, INC.  
16453 E. MANNING AVE.  
REEDLEY, CA 93654  
PH: (559) 637-1544

ALTA/NSPS LAND TITLE SURVEY  
PREPARED FOR:  
  
CLIENT  
  
5200 LONE TREE WAY  
ANTIOCH, CA 94531  
SECTION 4, T.1N, R.2E

SCALE: 1" = 20'

PROJECT INFO:

|             |            |
|-------------|------------|
| PROJECT NO. | 19138      |
| DRAWN BY:   | CLD, JDK   |
| CHECKED BY: | NET        |
| DATE:       | 12/05/2019 |

REVISIONS:

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|-----|------------|----------------|
|     | 12/05/2019 | ORIGINAL ISSUE |
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12/05/19

BOUNDARY SHEET

4 OF 15



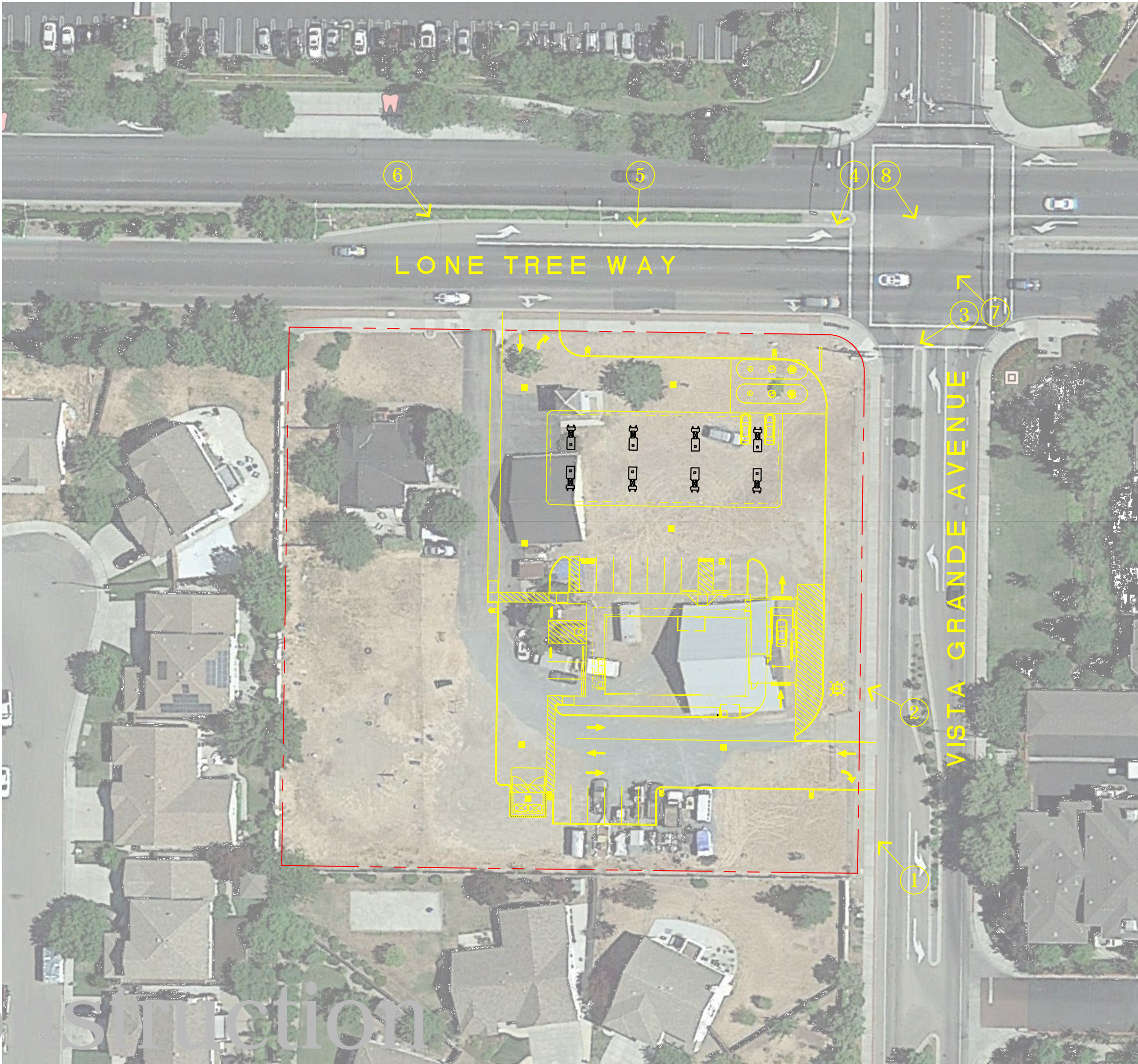
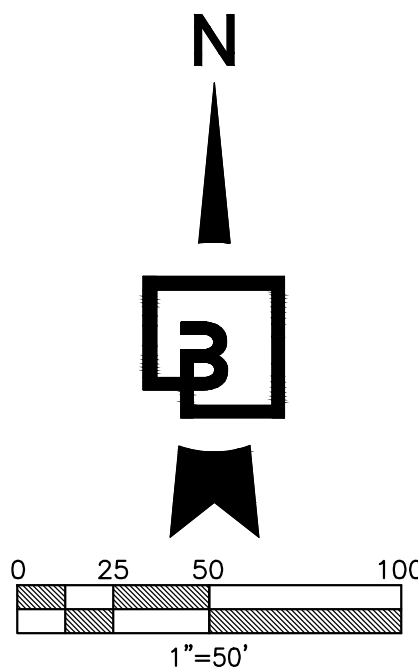
CONTEXT MAP




1 STREET VIEW



2 STREET VIEW



Preliminary Not For Construction

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| Job Number<br><b>20927</b> |  | <br><b>Barghausen Consulting Engineers, Inc.</b><br>18215 72nd Avenue South<br>Kent, WA 98032<br>425.251.6222<br><b>barghausen.com</b> |  | Designed <u>AD</u><br>Drawn <u>AD</u><br>Checked <u>PT</u><br>Approved _____<br>Date <u>01/27/20</u> |  | Scale:<br><br>Horizontal<br><br>Vertical |  |  |  | For: |  | UNITED PACIFIC<br><br>5200 LONE TREE WAY<br><br>ANTIOCH, CA 94531 |  | Title:<br><br>CONTEXT MAP |  | Revision |  |
| Sheet<br><br>5 of 15       |  |                                                                                                                                                                                                                             |  |                                                                                                      |  |                                          |  |  |  |      |  |                                                                   |  |                           |  |          |  |



CONTEXT MAP



3 STREET VIEW



4 STREET VIEW

Preliminary Not For Construction


| Job Number                                                                                                           |         | Revision   |       |
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| 20927                                                                                                                | Sheet   | No.        | Date  |
|                                                                                                                      | 6 of 15 | By         | Appr. |
| 20927                                                                                                                |         | Title      |       |
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Preliminary Not For Construction

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| Job Number<br><b>20927</b> |  <b>Barghausen Consulting Engineers, Inc.</b><br>18215 72nd Avenue South<br>Kent, WA 98032<br>425.251.6222 <b>barghausen.com</b> |  | Scale:<br>Horizontal<br><br>Vertical | Designed <u>AD</u><br>Drawn <u>AD</u><br>Checked <u>PT</u><br>Approved _____<br>Date <u>01/27/20</u> | <b>For:</b><br><br><b>UNITED PACIFIC</b><br><b>5200 LONE TREE WAY</b><br><b>ANTIOCH, CA 94531</b> | <b>Title:</b><br><br><b>CONTEXT MAP</b> | No. _____<br>Date _____<br>By _____<br>Otd. _____<br>Appr. _____<br>Revision _____ |
|                            | Sheet<br><br><b>7</b> of <b>15</b>                                                                                                                                                                                    |  |                                      |                                                                                                      |                                                                                                   |                                         |                                                                                    |



CONTEXT MAP



7 STREET VIEW

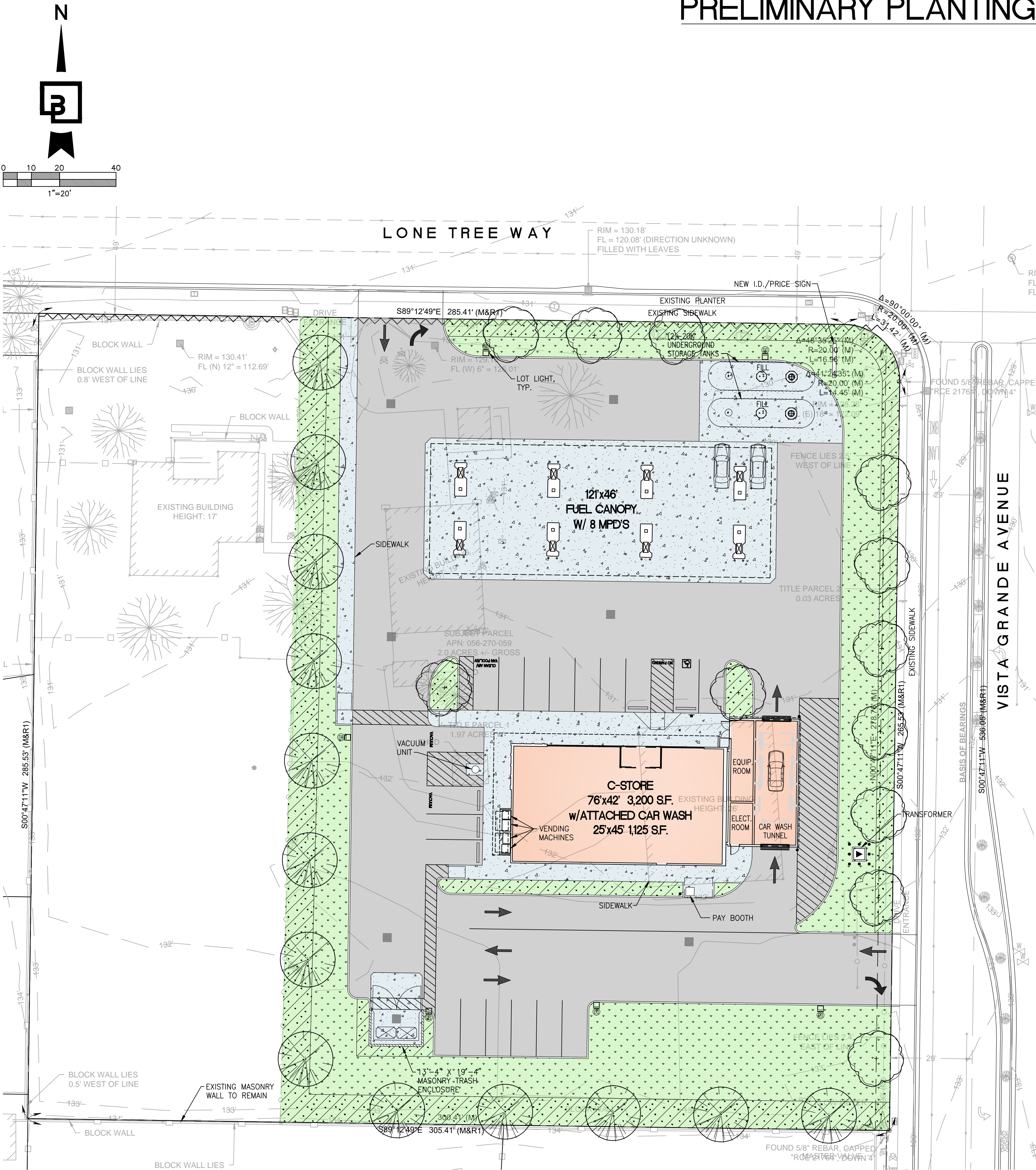


8 STREET VIEW

Preliminary Not For Construction

|                     |          |                                                                                                                      |  |                                                                                                              |  |                                  |  |                                                                       |  |                           |  |          |  |
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| Job Number<br>20927 |          | Barghausen Consulting Engineers, Inc.<br>18215 72nd Avenue South<br>Kent, WA 98032<br>425.251.6222<br>barghausen.com |  | Designed <u>AD</u><br>Drawn <u>AD</u><br>Checked <u>PT</u><br>Approved <u>      </u><br>Date <u>01/27/20</u> |  | Scale:<br>Horizontal<br>Vertical |  | For:<br><br>UNITED PACIFIC<br>5200 LONE TREE WAY<br>ANTIOCH, CA 94531 |  | Title:<br><br>CONTEXT MAP |  | Revision |  |
| Sheet<br>8          | of<br>15 |                                                                                                                      |  |                                                                                                              |  |                                  |  |                                                                       |  |                           |  |          |  |





PLANT SCHEDULE

| TREES | BOTANICAL / COMMON NAME                                                                                                                                                                                                                                                                  | CONT.     | QTY                                                                                                                                          |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------|
|       | ACACIA STENOPHYLLA / SHOESTRING ACACIA<br>NURSERY GROWN FOR STREET TREE USE.<br>BRANCHING AT EIGHT FEET. STAKE AND GUY<br>FOR ONE GROWING SEASON. KEEP CLEAR TO<br>EIGHT FEET.                                                                                                           | 15 GAL.   | 12                                                                                                                                           |
|       | PINUS PINEA / ITALIAN STONE PINE<br>NURSERY GROWN FOR STREET TREE USE.<br>UNCUT LEADER. STAKE AND GUY FOR ONE<br>GROWING SEASON.                                                                                                                                                         | 15 GAL.   | 13                                                                                                                                           |
|       | SHRUB AND GROUNDCOVER PLANTING<br>ACACIA REDOLENS 'LOWBOY' / LOWBOY BANK CATCLAW<br>AGAVE AMERICANA / CENTURY PLANT<br>DASYLIRION ACROTRICHUM / GREEN DESERT SPOON<br>RIBES MALVACEUM / CHAPARRAL CURRANT<br>ROMNEYA COULTERI / MATILJA POPPY<br>TRICHOSTEMA LANATUM / WOOLLY BLUE CURLS | 8,103 SF  | #1, LOW 40% @ 72" oc<br>#5, LOW 12% @ 60" oc<br>#5, LOW 12% @ 36" oc<br>#5, LOW 12% @ 36" oc<br>#5, LOW 12% @ 48" oc<br>#5, LOW 12% @ 48" oc |
|       | LAWN                                                                                                                                                                                                                                                                                     | 11,274 SF |                                                                                                                                              |

Preliminary Not For Construction

Job Number  
20927

Sheet  
9 of 15

For  
UNITED PACIFIC  
5200 LONE TREE WAY  
ANTIOCH, CA 94531

Scale:  
Horizontal 1"=20'  
Vertical N/A

Designated  
Drawn  
Checked  
Approved  
Date 01/23/20

Signature  
8-31-2021  
Renewed Date  
01-23-2020  
Date

Scale: 1" = 1'

File Path: \\200008\20927\preliminary\20927 Ldwg Date/Time: 6/11/2020 8:31 AM

Revision  
No. Date By Ckd. Appr.

Title:  
PRELIMINARY PLANTING PLAN



PRELIMINARY PLANTING NOTES AND DETAILS

LANDSCAPE PLANTING NOTES AND MATERIALS

SCOPE OF WORK

FURNISH ALL MATERIALS, LABOR, EQUIPMENT AND RELATED ITEMS NECESSARY TO ACCOMPLISH THE TREATMENT AND PREPARATION OF SOIL, FINISH GRADING, PLACEMENT OF SPECIFIED PLANT MATERIALS, FERTILIZER, STAKING, MULCH, CLEAN-UP, DEBRIS REMOVAL, AND 90-DAY MAINTENANCE.

QUALIFICATIONS:  
LANDSCAPE CONTRACTOR TO BE SKILLED AND KNOWLEDGEABLE IN THE FIELD OF WORK. CONTRACTOR TO BE LICENSED TO PERFORM THE WORK SPECIFIED WITHIN THE PRESIDING JURISDICTION.

JOB CONDITIONS:  
IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE SITE AND REPORT ANY DISCREPANCIES TO THE OWNER OR THE OWNER'S REPRESENTATIVES. ALL PLANT MATERIAL AND FINISH GRADES ARE SUBJECT TO APPROVAL BY THE OWNER.

PROTECTION:  
DO NOT PLANT UNTIL OTHER CONSTRUCTION OPERATIONS WHICH CONFLICT HAVE BEEN COMPLETED. AN IRRIGATION SYSTEM IS TO BE INSTALLED. DO NOT PLANT UNTIL THE SYSTEM HAS BEEN TESTED AND APPROVED. HANDLE PLANTS WITH CARE - DO NOT DAMAGE OR BREAK ROOT SYSTEM, BARK, OR BRANCHES. REPAIR AND/OR REPLACE ITEMS DAMAGED AS A RESULT OF WORK, OR WORK NOT IN COMPLIANCE WITH PLANS AND SPECIFICATIONS, AS DIRECTED BY OWNER AT NO ADDITIONAL COST.

GUARANTEE:  
GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF THE JOB BY OWNER.

90-DAY MAINTENANCE:  
CONTRACTOR TO PROVIDE OWNER WITH A SCOPE OF WORK AT TIME OF INITIAL PROJECT BID TO PROVIDE LANDSCAPE AND IRRIGATION MAINTENANCE FOR 90 DAYS FOLLOWING COMPLETION OF PROJECT (ACCEPTANCE) OF FACILITY BY OWNER. WORK TO INCLUDE MAINTENANCE AS DESCRIBED BELOW, IN PLANTING AND IRRIGATION MAINTENANCE.

MATERIALS:

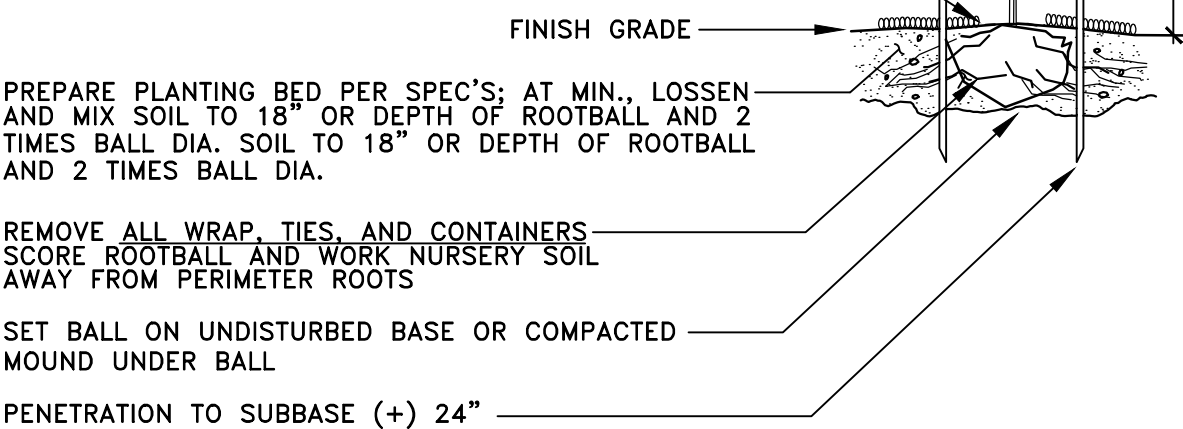
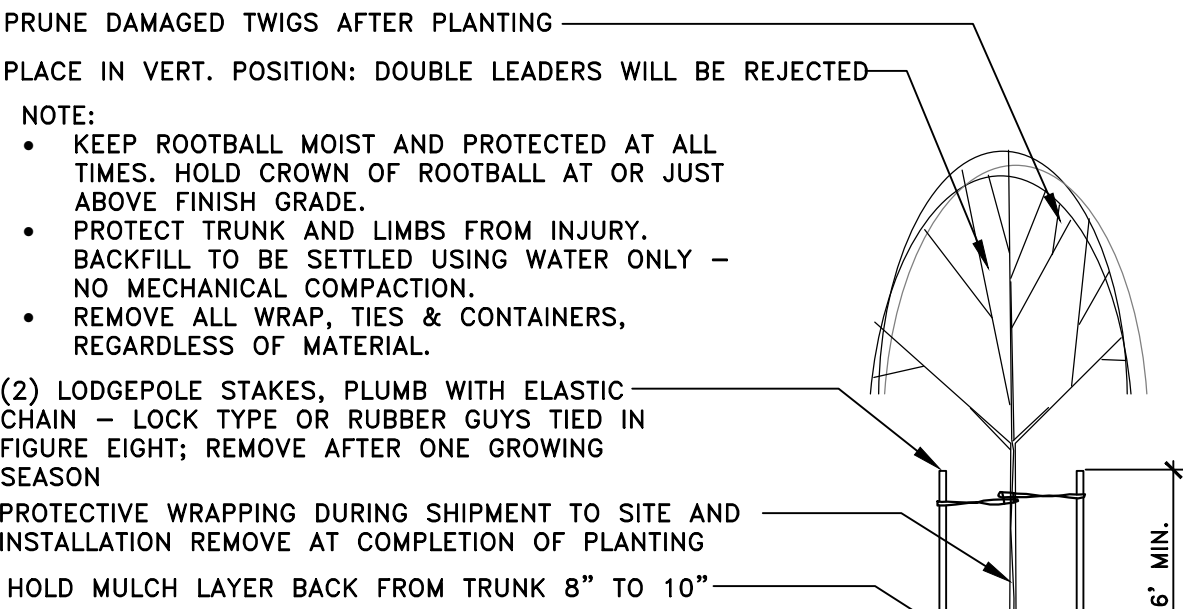
PLANT MATERIALS:  
PLANT MATERIALS TO BE GRADE NO. 1, SIZED IN ACCORDANCE WITH (AAN) AMERICAN STANDARDS FOR NURSERY STOCK, CURRENT EDITION. PRUNE PLANTS RECEIVED FROM THE NURSERY ONLY UPON AUTHORIZATION BY THE LANDSCAPE ARCHITECT. "B & B" INDICATES BALLED AND BURLAPPED; "CONT." INDICATES CONTAINER; "BR" INDICATES BARE ROOT; "CAL" INDICATES CALIPER AT 6" ABOVE SOIL LINE; "GAL" INDICATES GALLON.

- A) SPECIFIED PLANT CANOPY SIZE OR CALIPER IS THE MINIMUM ACCEPTABLE CONTAINER OR BALL SIZE ESTABLISHES MINIMUM PLANT CONDITION TO BE PROVIDED.
- B) QUALITY:  
PLANT MATERIAL TO COMPLY WITH STATE AND FEDERAL LAWS FOR DISEASE INSPECTION, PLANTS TO BE FULLY LIVE, VIGOROUS, WELL FORMED, WITH WELL DEVELOPED FIBROUS ROOT SYSTEMS. ROOT BALLS OF PLANTS TO BE SOLID AND FIRMLY HELD TOGETHER, SECURELY CONTAINED AND PROTECTED FROM INJURY AND DESICCATION. PLANTS DETERMINED BY LANDSCAPE ARCHITECT TO HAVE BEEN DAMAGED; HAVE DEFORMITIES OF STEM, BRANCHES, OR ROOTS; LACK SYMMETRY, HAVE MULTIPLE LEADERS OR "Y" CROTCHES LESS THAN 30 DEGREES IN TREES, OR DO NOT MEET SIZE OR ANSI STANDARDS WILL BE REJECTED.  
PLANT MATERIAL TO BE FROM A SINGLE NURSERY SOURCE FOR EACH SPECIFIED SPECIES/HYBRID. NURSERY SOURCES TO BE THOSE LOCATED IN THE SAME REGION AS THE JOB SITE.
- C) SUBSTITUTION:  
NO SUBSTITUTION OF PLANT MATERIAL, SPECIES OR VARIETY, WILL BE PERMITTED UNLESS WRITTEN EVIDENCE IS SUBMITTED TO THE OWNER FROM TWO QUALIFIED PLANT BROKERS. SUBSTITUTIONS WHICH ARE PERMITTED TO BE IN WRITING FROM THE OWNER AND LANDSCAPE ARCHITECT, THE SPECIFIED SIZE, SPECIES AND NEAREST VARIETY, AS APPROVED, TO BE FURNISHED.

SOIL PREPARATION:  
ARE SPECIFIC TO THIS SITE. THE FOLLOWING: TOPSOIL, AMENTMENT, AND BACKFILL ARE REQUIREMENTS FOR ALL LANDSCAPE AREAS.

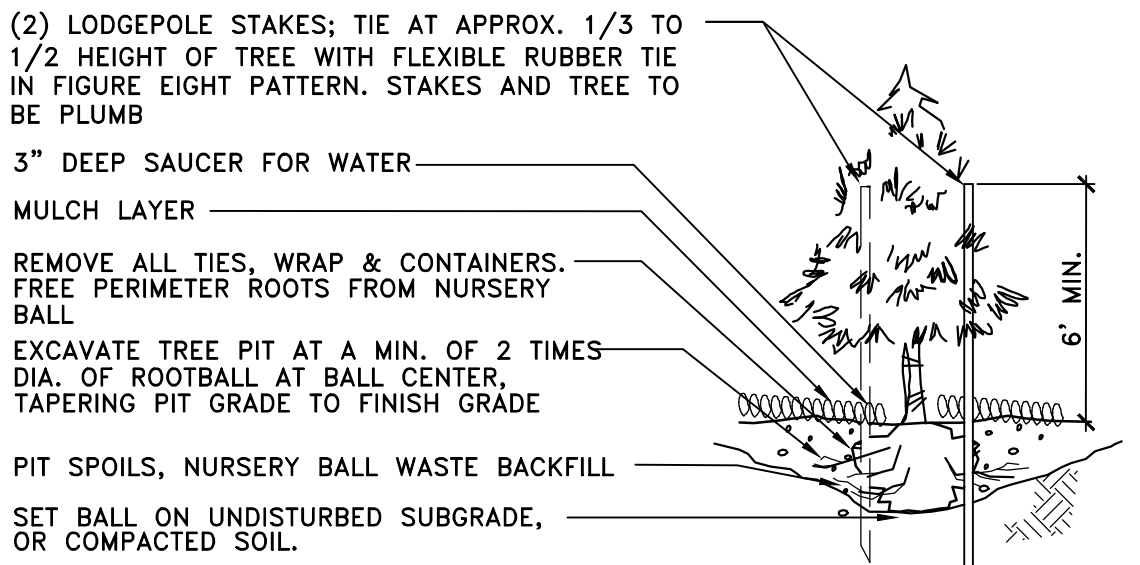
- A) TOPSOIL:  
AS A MINIMUM SUPPLY TOPSOIL CONSISTING OF LOAM SOIL WITH 5 TO 7 PERCENT ORGANIC MATTER. TOPSOIL TO BE AMENDED WITH SPECIFIC AMENDMENTS IN C), 1., 2., 3., AND 4. BELOW, AND BE BLENDED TO SPECIFIED DEPTH IN D), BELOW. LOAM TO CORRESPOND TO FIELD METHOD OF DETERMINING SOIL TEXTURE CLASSES FOR LOAM AND SILT LOAM, U.S. SOIL CONSERVATION SERVICE. PROVIDE LANDSCAPE ARCHITECT THE TOPSOIL SUPPLIER AND SAMPLE OF TOPSOIL. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY WEED CONTROL RESULTING FROM CONTAMINATED OFF-SITE SOURCES.
- B) NATIVE SURFACE SOIL INCLUDING STOCKPILED TOPSOIL.  
SURFACE SOIL ON-SITE MAY MEET TEXTURAL CLASSIFICATION AS NOTED IN A), ABOVE. PROVIDE AMENDMENTS IN C), 1., 2., 3., AND 4. BELOW, AND EVENLY BLEND AMENDMENTS TO SPECIFIED DEPTH.
- C) AMENDMENT  
1. IMPORTED TOPSOIL FOR PLANTING SHALL CONTAIN A MIIMIUM OF 10 PERCENT ORGANIC MATERIAL BY VOLUME.  
2. ORGANIC COMPOST  
USE BULK NITROGEN FORTIFIED GROUND FIR BARK SHALL SATISFY ORGANIC REQUIREMENTS. COMPOST SHALL BE FROM NON-FARM ANIMAL SOURCES, NOR FROM SOURCES CONTAINING REDWOOD/ CEDAR PRODUCTS.  
3. FERTILIZER  
INSTALLATION FERTILIZER SHALL BE 10-20-10.  
MAINTENANCE FERTILIZER SHALL BE 21-0-0.  
AGRIFORM TABLETS SHALL BE 21 AND 5 GALLON SIZE, 20-10-5 BY AGRIFORM INTERNATIONAL CHEMICALS, INC. OR EQUIVALENT.
4. SOIL AMENDMENTS  
SOIL SULFUR 5 POUNDS PER 1,000 SF  
GYPSUM 25 POUNDS PER 1,000 SF  
FERTILIZER (10-20-10) 10 POUNDS PER 1,000 SF  
MANGANESE SULFATE 8 OUNCES PER 1,000 SF  
ORGANIC COMPOST (2" LAYER) 6 CUBIC YARDS PER 1,000 SF  
NITROFORM (38-0-0-) 18 POUNDS PER 1,000 SF
- NOTE: IN ORDER TO MORE UNIFORMLY APPLY THE SMALL AMOUNT OF MANGANESE SULFATE REQUIRED, IT SHOULD BE DISSOLVED IN AN APPROPRIATE AMOUNT OF WATER AND SPRAYED TO THE SOIL SURFACE PRIOR TO THE ROTOTILLING PROCEDURE.
- D) PLANTING BACKFILL  
BACKFILL MIX FOR TREES, SHRUBS, AND GROUNDCOVERS SHALL BE PREMIXED AND CONSIST OF:  
SITE SOIL 0.8 CUBIC YARDS  
ORGANIC AMENDMENT 0.2 CUBIC YARDS  
FERTILIZER 38-0-0 1.0 POUND  
CALCIUM CARBONATE LIMESTONE
- SLOW RELEASE FERTILIZER TABLETS:  
CONTAINER SIZE # OF TABLETS  
FLAT 1 5 GRAM  
1 GALLON 3 5 GRAM  
5 GALLON 3 21 GRAM  
15 GALLON 16 21 GRAM  
24" BOX 32 21 GRAM

- E) SOIL ANALYSIS  
ADDITIONAL SOIL AMENDMENTS MAY BE REQUIRED IF SOIL TESTING IS REQUIRED FOR THIS SITE
- F) SOIL PREPARATION  
REMOVE FROM SITE ALL WEEDS AND DEBRIS WITHIN THE PROPOSED LANDSCAPE AREAS. VERIFY SUB-GRADES AT -5 INCHES BELOW FINISH ELEVATION IN ALL SHRUB AND GROUNDCOVER AREAS. DO NOT WORK SOIL WHEN MOISTURE CONTENT IS SO GREAT THAT EXCESS COMPACTION WILL OCCUR NOR WHEN IT IS SO DRY THAT DUST WILL FORM IN THE AIR OR THAT CLODS WILL NOT BREAK READILY. APPLY WATER IF NECESSARY TO PROVIDE IDEAL MOISTURE CONTENT FOR FILLING AND FOR PLANTING AS SPECIFIED. THOROUGHLY SCARIFY AND RIP ALL LANDSCAPE GRADES WHICH HAVE BECOME COMPACTED TO A DEPTH OF 12 INCHES WITH MULTIPLE PASSES, 90 DEGREES TO EACH OTHER. SCARIFY AREAS INACCESSIBLE TO MECHANIZED EQUIPMENT WITH HAND TOOLS.
- G) REMOVE ALL SURFACE LUMPS, ROCKS, VEGETATION AND/OR DEBRIS LARGER THAN 1-INCH FROM ALL GRADES PRIOR TO ANY SOIL PREPARATION. THOROUGHLY ROTOTILL ALL LANDSCAPE AREAS TO A DEPTH OF 6 INCHES. PLACE ADDITIONAL AMENDED SOIL AS REQUIRED TO MEET FINISH ELEVATIONS. APPLY SOIL PREPARATION MATERIALS TO ALL PLANTING AREAS AND THOROUGHLY INCORPORATE INTO INTO THE TOP 6 INCHES OF SOIL.
- H) WET SOIL THOROUGHLY AND ALLOW TO SETTLE. REPEAT THIS COMPACTING PROCEDURE UNTIL SOIL IS STABLE ENOUGH TO PERMIT AERATION AND DRAINAGE FOR PLANT MATERIAL. FINISH GRADE ALL PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE DRAINING AWAY FROM BUILDINGS AND READY FOR PLANTING. FINISH GRADE TO BE 3 INCHES BELOW FINISH SURFACE OF ADJACENT PAVEMENT IN SHRUB AND GROUNDCOVER AREAS. FINISH GRADES TO BE APPROVED PRIOR TO PLACEMENT OF ANY PLANT MATERIAL. PARKING PLANTER ISLANDS SHALL BE OVER EXCAVATED. REMOVE ALL PAVING WASTE, GRAVEL BASE AND UNDERLYING SUBSOIL TO 18 INCHES BELOW TOP OF THE PAVING. SCARIFY AND OVER EXCAVATE PIT BOTTOM 12 INCHES TO MINIMIZE STRUCTURAL COMPACTION.
9. MULCH:  
LANDSCAPE BEDS: ONE-QUARTER-INCH (1/4") TO ONE HALF-INCH (1/2") SIZE FINE TEXTURED NITROLIZED BARK MULCH. SHREDDED WOOD WILL NOT BE ALLOWED. BIORETENTION CELLS: AGED MULCH OR COMPOST MULCH. IN GENERAL, A NON-FLOATING MULCH.
10. STAKES:  
2-INCH DIAMETER, BY 10-FOOT MINIMUM TREATED LODGEPOLE PINE TREE STAKE.
11. GUY MATERIAL:  
CINCH TYPE TIES. NO WIRE WILL BE ALLOWED.
12. HERBICIDE:  
HERBICIDE IS NOT RECOMMENDED FOR THE FIRST YEAR AFTER INSTALLATION.
13. ANTI-DESSICANT:  
"WILT-PROOF," 48 HOURS PRIOR TO SHIPMENT TO SITE FROM JUNE 1 THROUGH SEPTEMBER. THOROUGHLY ROOT WATER PLANTS PRIOR TO DELIVERY. PLANT MATERIAL DELIVERED TO SITE TO BE KEPT CONTINUALLY MOIST THROUGH INSTALLATION.
- EXECUTION:
14. FINISH GRADES:  
FINE GRADE AND REMOVE ROCKS AND FOREIGN OBJECTS OVER TWO INCHES (2") DIAMETER FROM TOP THREE INCHES (3") OF PREPARED PLANTING BED. ALL FINISH GRADES TO BE SMOOTH EVEN GRADES, LIGHTLY COMPACTED, AS SHOWN ON THE PLAN AND DETAILED. SITE CIVIL DRAWINGS IDENTIFY FINAL ELEVATIONS.
15. TREES:  
ARRANGE TREES ON SITE IN PROPOSED LOCATIONS PER DRAWINGS. EXCAVATE PIT, PLANT AND STAKE OR GUY, AS CALLED OUT AND DETAILED. ALL TREES AND SUPPORTS TO STAND VERTICAL. TREES TO BE PLACED AS SHOWN ON THE PLANTING PLAN, LOCATED AS DETAILED AND AS CALLED OUT ON PLANT LIST. BACKFILL SHALL BE PIT SPOILS. SETTLE BACKFILL USING WATER ONLY. NO MECHANICAL COMPACTION.
16. SHRUBS:  
INSTALL SHRUBS AS SPECIFIED FOR TREES.
17. GROUNDCOVERS:  
EXCAVATE PITS TO A MINIMUM OF THREE INCHES (3") BELOW, AND TWICE THE ROOT BALL DIAMETER. WATER THOROUGHLY AND TAKE CARE TO ENSURE THAT ROOT CROWN IS AT PROPER GRADE, AS DETAILED.
18. MULCH:  
MULCH ALL LANDSCAPE AND BIORETENTION AREAS WITH A THREE INCH (3") LAYER OF MULCH.
19. UTILITY CLEARANCES:  
FIELD ADJUST PLANT LOCATIONS FOR 8-FOOT SEPARATION OF TREES/SHRUBS AND 2-FOOT SEPARATION FOR GROUNDCOVER FROM FIRE HYDRANTS AND UTILITY VAULTS.
20. PLANTING MAINTENANCE:  
CONTRACTOR TO MAINTAIN PLANTINGS THROUGH COMPLETED INSTALLATION, AND UNTIL ACCEPTANCE OF LANDSCAPE INSTALLATION. PLANTING MAINTENANCE TO INCLUDE WATERING, WEEDING, CULTIVATING, TIGHTENING AND REPAIRING OF TREE GUYS, RESETTling PLANTS TO PROPER GRADES OR POSITION, AND RE-ESTABLISHING SETTING GRADES. HERBICIDE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION. INCLUDED IS REPLACEMENT OF DEAD PLANTS AND PLANTS SHOWING LOSS OF 40 PERCENT OR MORE OF CANOPY.
21. FERTILIZATION FOR GROUNDCOVER AREAS: UNIFORMLY BROADCAST SULFUR COATED UREA AT THE RATE OF FIVE (5) LBS. PER 1,000 SQUARE FEET. THE FIRST APPLICATION TO OCCUR APPROXIMATELY FORTY-FIVE (45) DAYS AFTER PLANTING. IN EARLY FALL AND SPRING, SUBSTITUTE A COMPLETE FERTILIZER SUCH AS 16-6-8 OR EQUAL FOR THE SULFUR COATED UREA AT THE RATE OF SIX (6) LBS. PER 1,000 SQUARE FEET. FOLLOW EACH FERTILIZATION WITH A THOROUGH IRRIGATION APPLICATION.
22. IRRIGATION MAINTENANCE:  
THE IRRIGATION SYSTEM TO BE MAINTAINED INCLUDING ADJUSTMENTS FOR BALANCED WATER DISTRIBUTION & PRECIPITATION. FAILED OR MALFUNCTIONING IRRIGATION EQUIPMENT SHALL BE REPLACED OR CORRECTED. PLANT AND IRRIGATION MAINTENANCE TO INCLUDE THOSE OPERATIONS NECESSARY TO THE PROPER GROWTH AND SURVIVAL OF ALL PLANT MATERIALS. CONTRACTOR TO PROVIDE THIS WORK IN ADDITION TO SPECIFIC WARRANTY/GUARANTEES.



DECIDUOUS TREE PLANTING/STAKING DETAIL

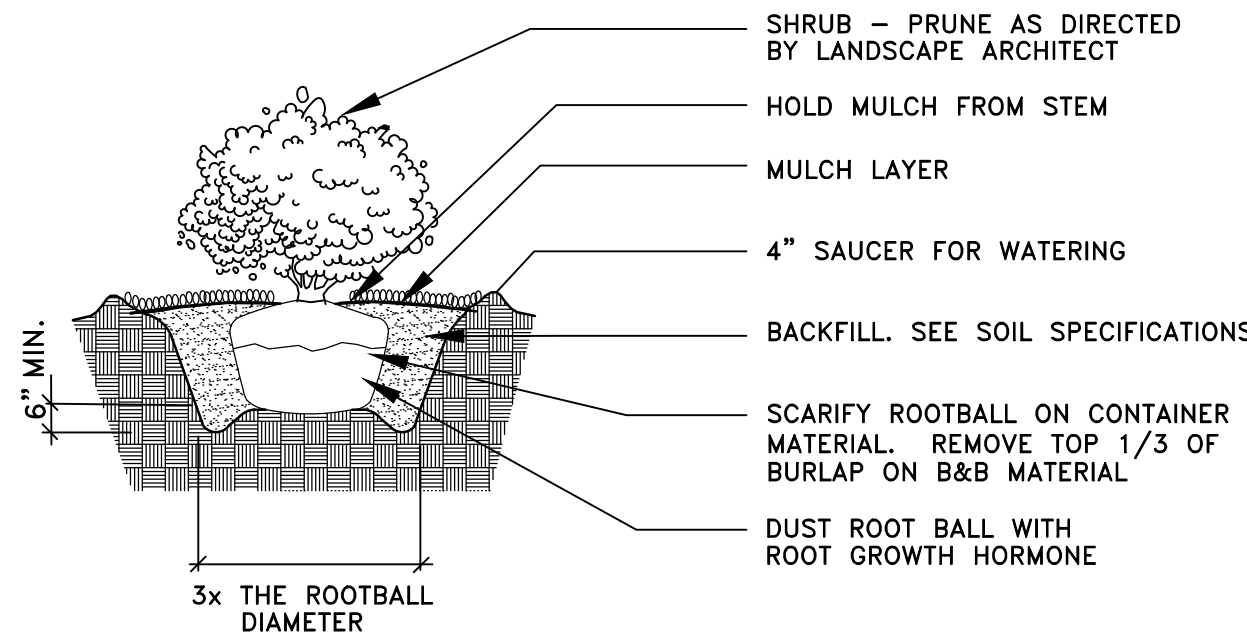
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NOTE:  
LIGHT FERTILIZER OVER PLANTING BED AFTER BACKFILL ONLY; NO FERTILIZER IN PLANTING PIT.  
WORK PERIMETER ROOTS FREE OF NURSERY BALL. BALL & PIT TO BE COARSELY SCARIFIED.

EVERGREEN TREE PLANTING/STAKING DETAIL

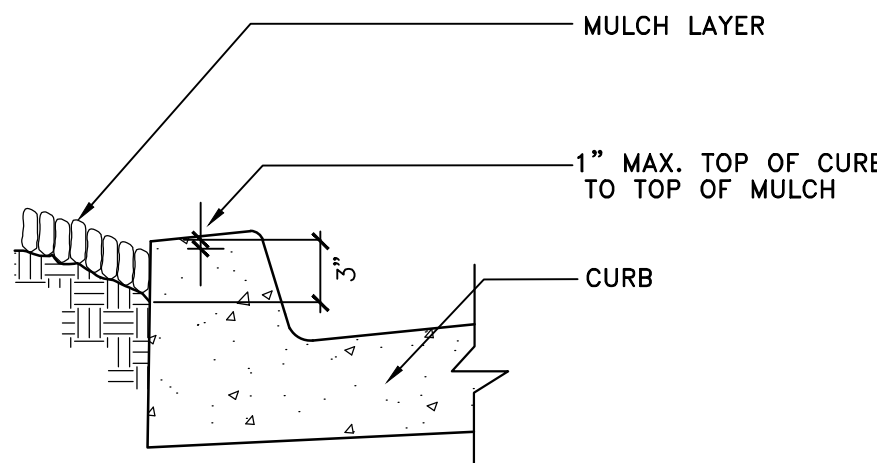
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NOTE:  
APPLY ADDITIONAL 4 OZ. 8-32-16 FERTILIZER INTO TOP 2" OF PLANTING MIX.  
PLANT SHRUB HIGH ENOUGH TO ALLOW POSITIVE DRAINAGE AWAY FROM ROOTBALL. ROUGHEN ALL SURFACES OF PIT.

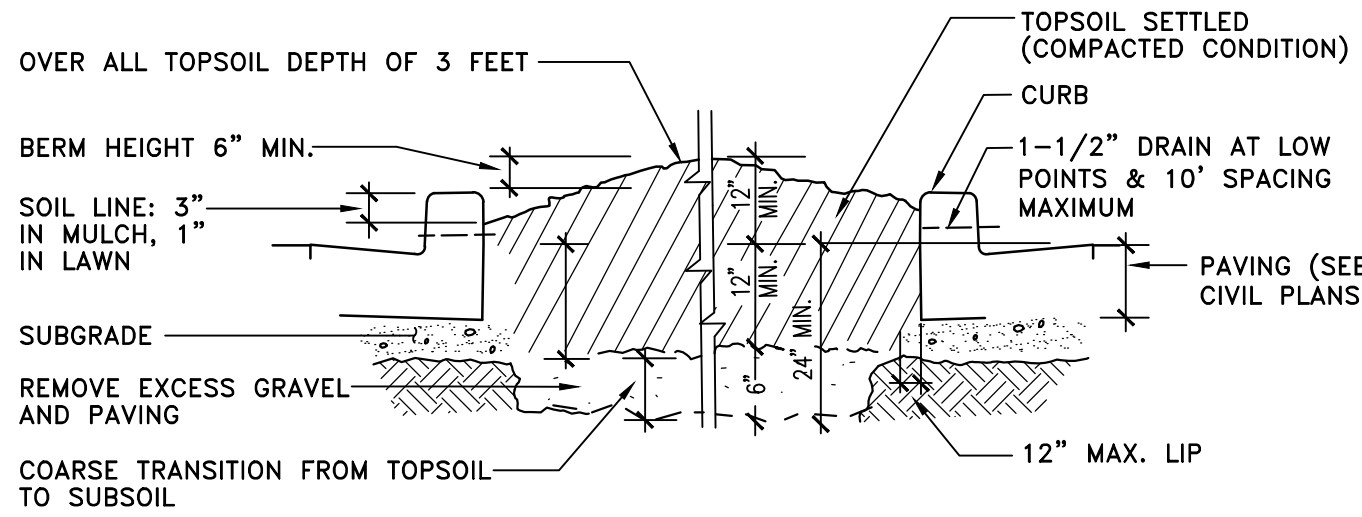
SHRUB PLANTING DETAIL

NOT TO SCALE



MULCH AT CURB DETAIL

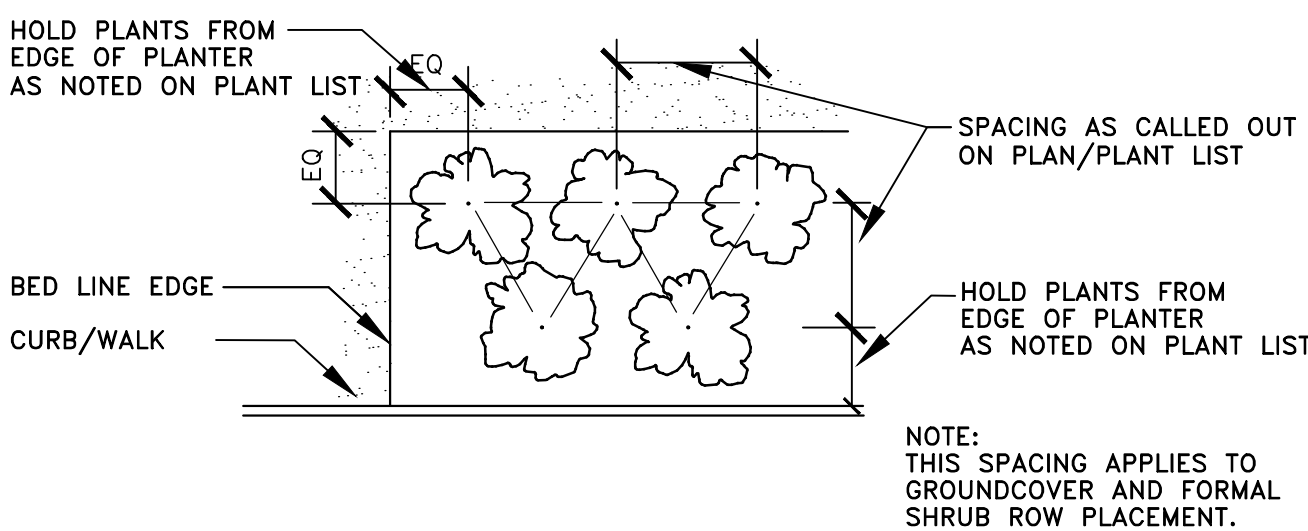
NOT TO SCALE



NOTE:  
OVER EXCAVATE PARKING LOT PLANTERS TO LOOSEN COMPACTED SUBBASE

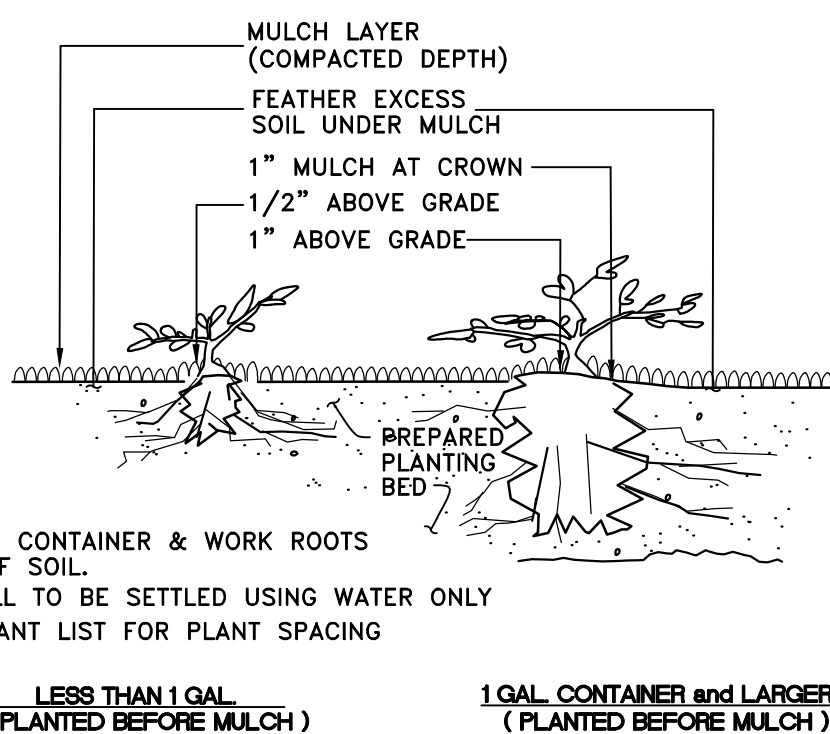
GRADING • PARKING LOT PLANTERS DETAIL

NOT TO SCALE



PLANT MATERIAL SPACING DETAIL

NOT TO SCALE

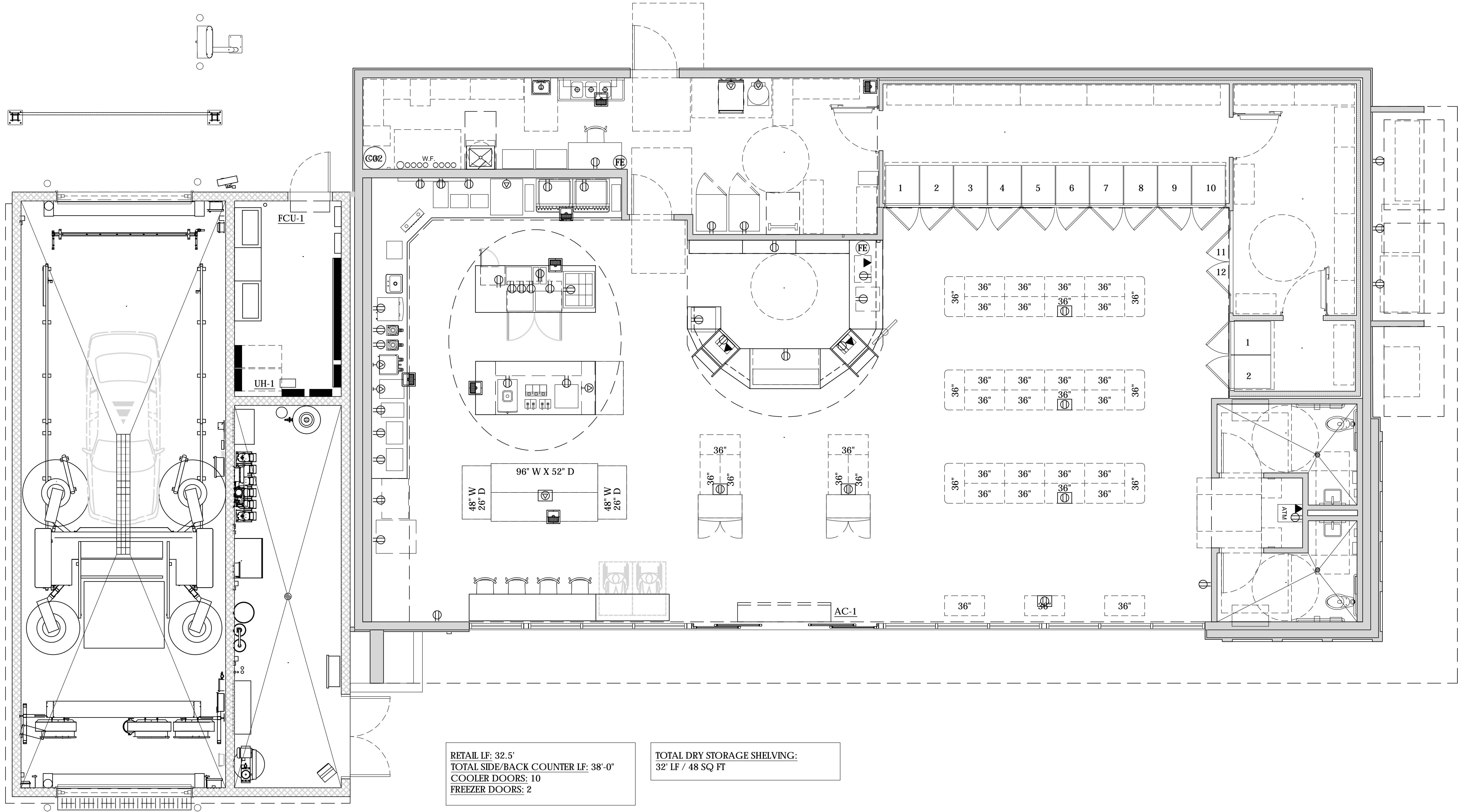


GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

|                                                                                                          |  |      |  |    |  |      |  |     |  |
|----------------------------------------------------------------------------------------------------------|--|------|--|----|--|------|--|-----|--|
| Revision                                                                                                 |  | Apr. |  | By |  | Date |  | No. |  |
| Title: PRELIMINARY PLANTING NOTES AND DETAILS                                                            |  |      |  |    |  |      |  |     |  |
| UNITED PACIFIC 5200 LONE TREE WAY ANTOCH, CA 94531                                                       |  |      |  |    |  |      |  |     |  |
| For: JEFFREY HARLEY #1212 LICENSED LANDSCAPE ARCHITECT 8-31-2021 01-23-2020                              |  |      |  |    |  |      |  |     |  |
| Scale: Horizontal 1"=20' Vertical N/A                                                                    |  |      |  |    |  |      |  |     |  |
| Designed BLS Drawn BLS Checked BLS Approved BLS Date 01/23/20                                            |  |      |  |    |  |      |  |     |  |
| Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com |  |      |  |    |  |      |  |     |  |
| Job Number 20927 Sheet 10 of 15                                                                          |  |      |  |    |  |      |  |     |  |

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RETAIL LF: 32.5'  
TOTAL SIDE/BACK COUNTER LF: 38'-0"  
COOLER DOORS: 10  
FREEZER DOORS: 2

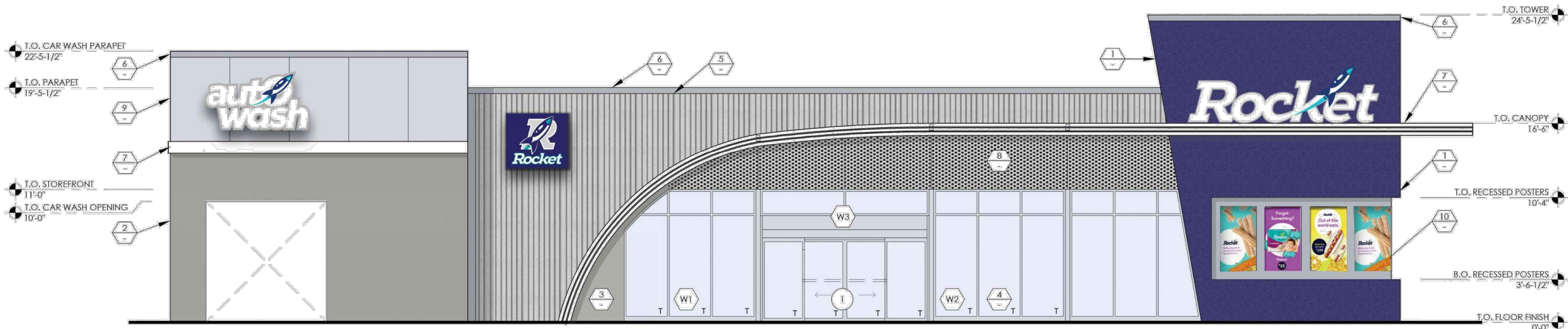
TOTAL DRY STORAGE SHELVING:  
32' LF / 48 SQ FT

01 EQUIPMENT FLOOR PLAN  
SCALE: 1/4"=1'-0"

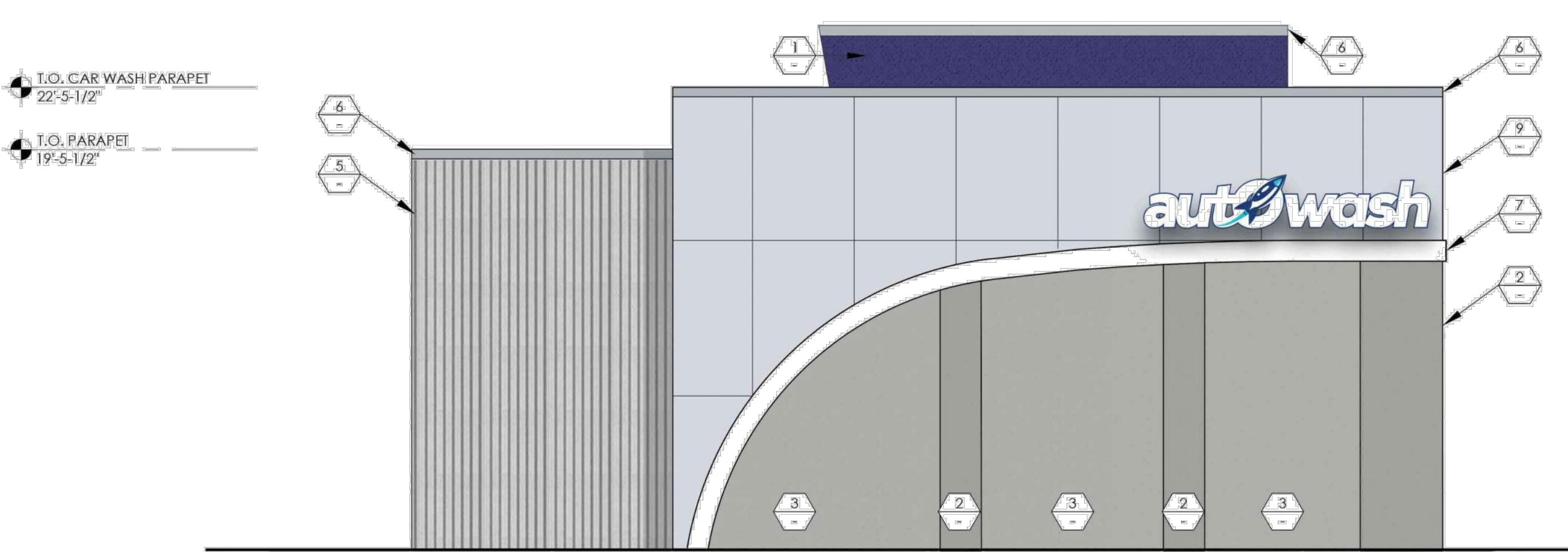
Preliminary Not For Construction

|                            |  |                          |  |                                                                                                                                                       |  |                                              |  |                                                                                                                                |  |                                                                |  |                           |  |                                    |  |
|----------------------------|--|--------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------|--|---------------------------|--|------------------------------------|--|
| Job Number<br><b>20927</b> |  | Sheet<br><b>11 of 15</b> |  | Barghausen Consulting Engineers, Inc.<br>18215 72nd Avenue South<br>Kent, WA 98032<br>425.251.6222 <a href="http://barghausen.com">barghausen.com</a> |  | Scale:<br>Horizontal<br>AS NOTED<br>Vertical |  | Designed <u>  </u> _INW_<br>Drawn <u>  </u> _AD_<br>Checked <u>  </u> _PT_<br>Approved <u>  </u> _____<br>Date <u>01/03/20</u> |  | For: UNITED PACIFIC<br>5200 LONE TREE WAY<br>ANTIOCH, CA 94531 |  | Title: C-STORE FLOOR PLAN |  | Revision<br>No. Date By Ckd. Appr. |  |
|----------------------------|--|--------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------|--|---------------------------|--|------------------------------------|--|

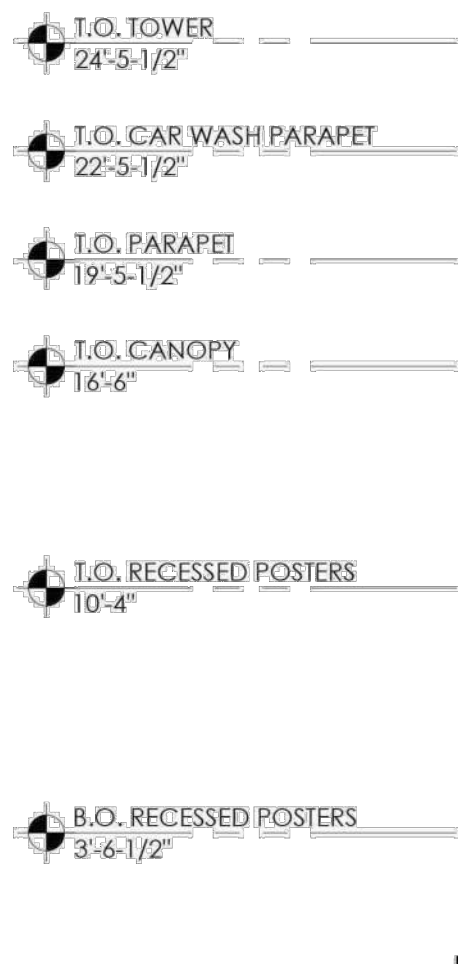




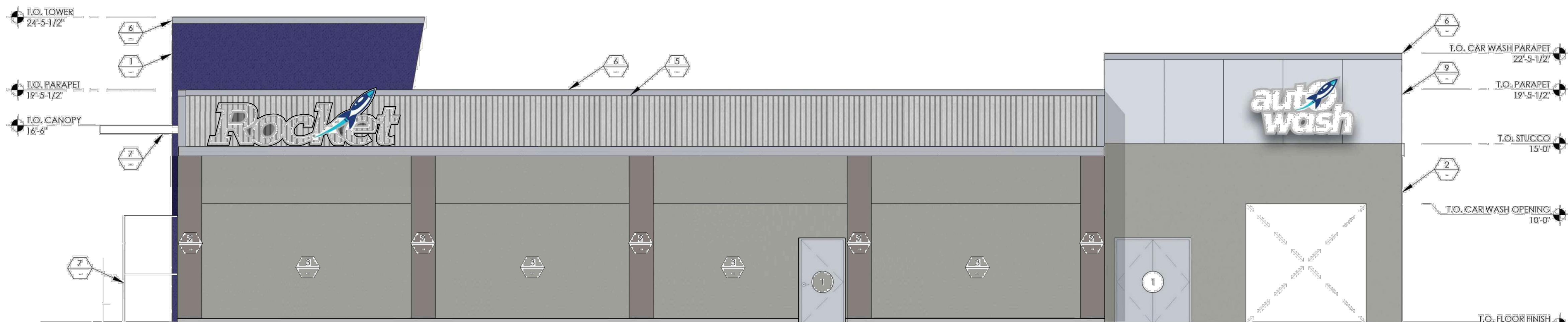
01 NORTH ELEVATION- FACING LONE TREE WAY  
SCALE: 3/16"=1'-0"



02 EAST ELEVATION- FACING VISTA GRANDE DR  
SCALE: 3/16"=1'-0"



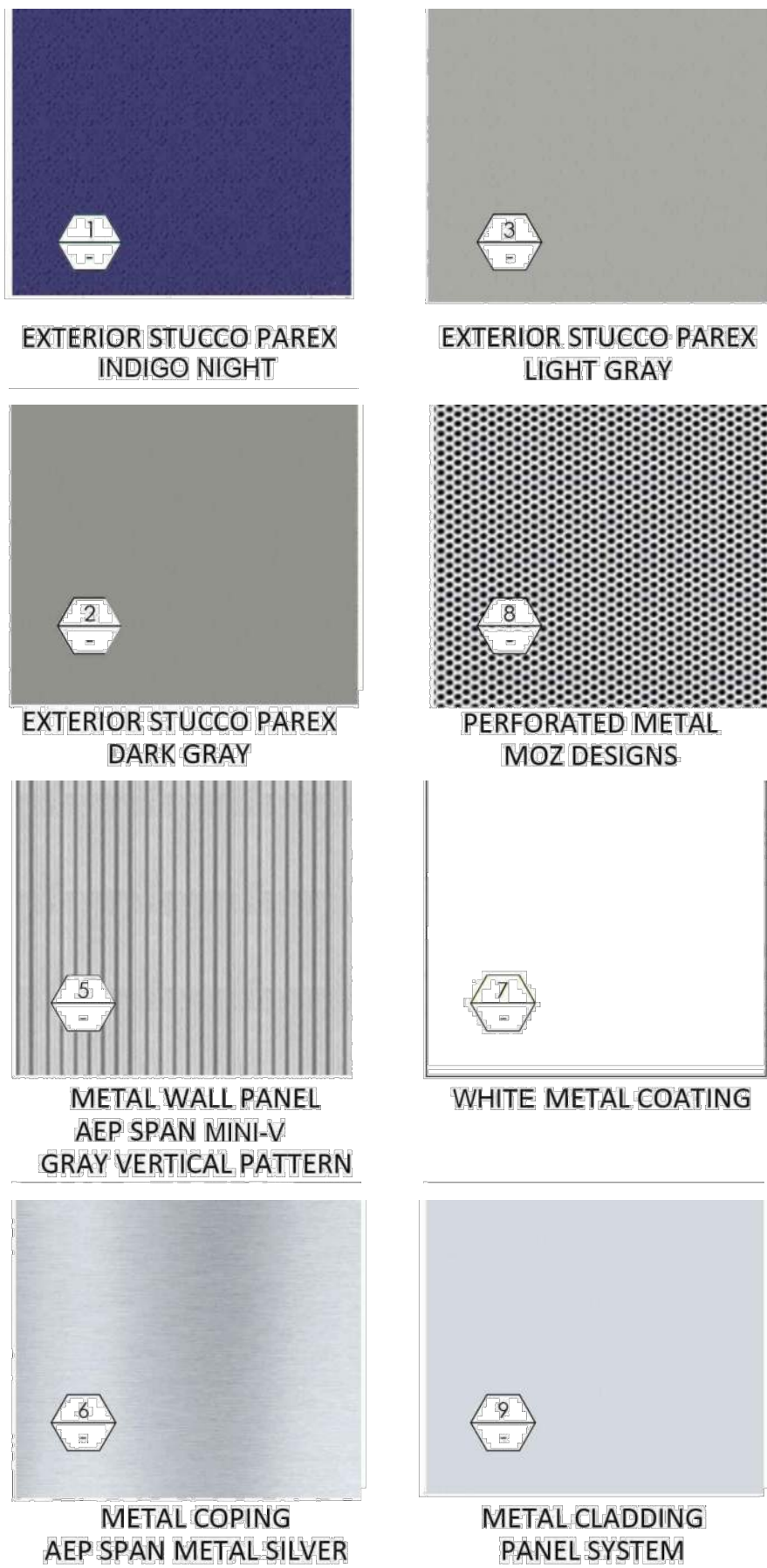
03 WEST ELEVATION  
SCALE: 3/16"=1'-0"



04 SOUTH ELEVATION  
SCALE: 3/16"=1'-0"

- FINISHES**
- 1 EXTERIOR STUCCO  
MANUFACTURER: PAREX USA  
FINISH: MATCH PANTONE 101C SAND SMOOTH
  - 2 EXTERIOR STUCCO  
MANUFACTURER: PAREX USA  
FINISH: TUXEDO (DARK GRAY) SAND SMOOTH
  - 3 EXTERIOR STUCCO  
MANUFACTURER: PAREX USA  
FINISH: PEWTER (LIGHT GRAY) SAND SMOOTH
  - 4 STOREFRONT - ALUMINUM SERIES  
3000 THERMAL MULTI-PLANE  
LOW-E GLAZING  
MANUFACTURER: OLD CASTLE  
FINISH: CLEAR ANODIZED
  - 5 CORRUGATED METAL PANEL  
MANUFACTURER: AEP SPAN NU-WAVE  
FINISH: METALLIC SILVER
  - 6 METAL COPING  
MANUFACTURER: METALERA  
FINISH: ANODIZED SILVER
  - 7 CANOPY METAL COATING  
MANUFACTURER: PPG 805X COATING  
FINISH: PANTONE 3115C
  - 8 PERFORATED METAL PANEL  
MANUFACTURER: MOZ METAL  
FINISH: SILVER METALLIC
  - 9 EXTERIOR METAL PANEL SYSTEM  
MANUFACTURER: ALUCOBOND  
FINISH: SILVER METALLIC
  - 10 WALL MOUNTED POSTERS  
BY BRAND VENDOR

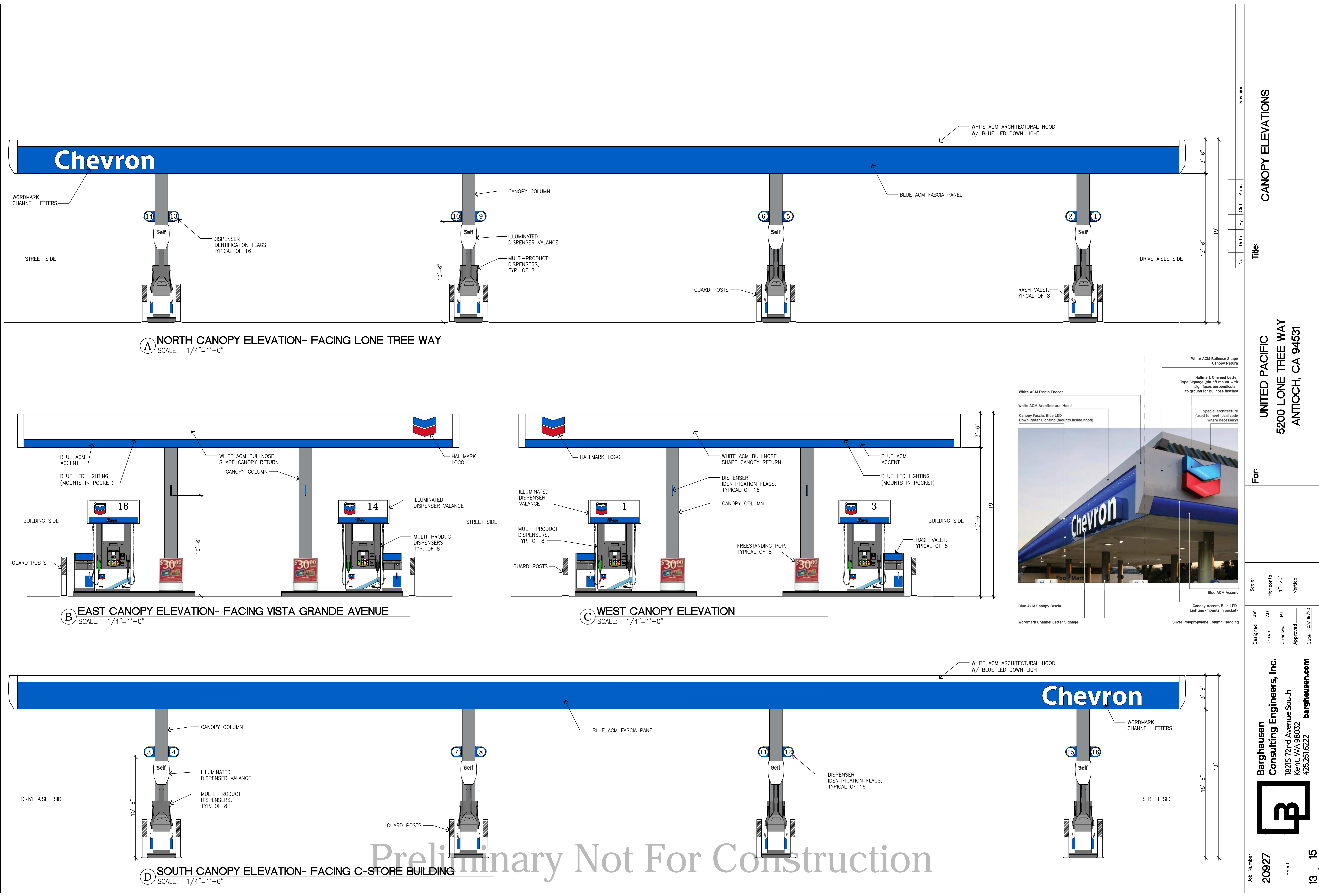
**MATERIALS**



|                                                                                                                      |      |                                                                        |       |
|----------------------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------------|-------|
| Revision                                                                                                             |      | Title: C-STORE EXTERIOR ELEVATIONS                                     |       |
| No.                                                                                                                  | Date | By                                                                     | Appr. |
| For: UNITED PACIFIC<br>5200 LONE TREE WAY<br>ANTIOCH, CA 94531                                                       |      | Scale: Horizontal AS NOTED Vertical                                    |       |
| Designed: JMW                                                                                                        |      | Date: 06/03/20                                                         |       |
| Drawn: AD                                                                                                            |      | Checked: PT                                                            |       |
| Approved: _____                                                                                                      |      | Approved: _____                                                        |       |
| Barghausen Consulting Engineers, Inc.<br>18215 72nd Avenue South<br>Kent, WA 98032<br>425.251.6222<br>barghausen.com |      | Job Number: 20927                                                      |       |
| Sheet: 12 of 15                                                                                                      |      | P:\2000s\20927\preliminary\20927_A2.1.dwg 6/4/2020 8:29 AM ADMITREVSKA |       |

Preliminary Not For Construction





Revision

Appr.

By

Date

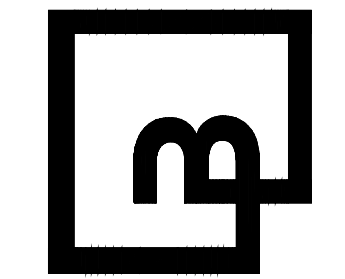
No.

Title: CANOPY ELEVATIONS

For: UNITED PACIFIC

Scale: Horizontal 1"=20' Vertical 1"=20'

Designed J.W. Drawn A.D. Checked P.T. Approved Date 03/09/20



File Path: \\200000A\20927\preliminary\20927 CA-2.dwg Date/Time: 3/9/2020 1:23 PM Scale: 1:1






Preliminary Not For Construction

NOTE: FOR CANOPY  
ELEVATIONS REFER  
TO SHEET #13.

|                                       |  |                         |  |                   |  |                |  |                      |  |                    |  |
|---------------------------------------|--|-------------------------|--|-------------------|--|----------------|--|----------------------|--|--------------------|--|
| Job Number                            |  | 20927                   |  | Sheet             |  | 14             |  | 15                   |  | of                 |  |
| Barghausen Consulting Engineers, Inc. |  | 18215 72nd Avenue South |  | Kent, WA 98032    |  | 425.251.6222   |  | barghausen.com       |  | UNITED PACIFIC     |  |
| Designed <u>JLW</u>                   |  | Drawn <u>AD</u>         |  | Checked <u>PT</u> |  | Approved _____ |  | Date <u>05/19/20</u> |  | For:               |  |
| Scale:                                |  | Horizontal              |  | AS NOTED          |  | Vertical       |  |                      |  | 5200 LONE TREE WAY |  |
|                                       |  |                         |  |                   |  |                |  |                      |  | ANTIOCH, CA 94531  |  |
|                                       |  |                         |  |                   |  |                |  |                      |  | Title:             |  |
|                                       |  |                         |  |                   |  |                |  |                      |  | Revision           |  |





|                            |                                                                                                                                                                                                                       |                                                                                                       |                                                  |                                                                                                                            |                                                                     |     |      |    |      |       |          |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----|------|----|------|-------|----------|
| Job Number<br><b>20927</b> |  <b>Barghausen Consulting Engineers, Inc.</b><br>18215 72nd Avenue South<br>Kent, WA 98032<br>425.251.6222 <b>barghausen.com</b> | Designed <u>JMW</u><br>Drawn <u>AD</u><br>Checked <u>PT</u><br>Approved _____<br>Date <u>05/19/20</u> | Scale:<br><br>Horizontal<br>AS NOTED<br>Vertical | For:<br><br><br><br><br><br><br><br><br><br><b>UNITED PACIFIC</b><br><b>5200 LONE TREE WAY</b><br><b>ANTIOCH, CA 94531</b> | Title:<br><br><br><br><br><br><br><br><br><br><b>INTERIOR VIEWS</b> | No. | Date | By | Chk. | Appr. | Revision |
|                            |                                                                                                                                                                                                                       |                                                                                                       |                                                  |                                                                                                                            |                                                                     |     |      |    |      |       |          |



### Recommendation

- Avoid siting new sensitive land uses within 300 feet of any dry cleaning operation. For operations with two or more machines provide 500 feet. For operations with 3 or more machines, consult with the local air district.
- Do not site new sensitive land uses in the same building with perc dry cleaning operations.

### References

- *Proposed Amended Rule 1421 – Control of Perchloroethylene Emissions from Dry Cleaning Systems*, Final Staff Report. South Coast AQMD. (October 2002)
- *Air Toxic Control Measure for Emissions of Perchloroethylene from Dry Cleaning Operations*. ARB (1994)  
(<http://www.arb.ca.gov/toxics/atcm/percatcm.htm>)
- “An Assessment of Tetrachloroethylene in Human Breast Milk”, Judith Schreiber, New York State Department of Health – Bureau of Toxic Substance Assessment, *Journal of Exposure Analysis and Environmental Epidemiology*, Vol.2, Suppl.2, pp. 15-26, 1992.
- *Draft Air Toxics “Hot Spots” Program Perchloroethylene Dry Cleaner Industry-wide Risk Assessment Guidelines*. (CAPCOA (November 2002)
- *Final Environmental Assessment for Proposed Amended Rule 1421 – Control of Perchloroethylene Emissions from Dry Cleaning Systems*. South Coast AQMD. (October 18, 2002)

### Gasoline Dispensing Facilities

Refueling at gasoline dispensing facilities releases benzene into the air. Benzene is a potent carcinogen and is one of the highest risk air pollutants regulated by ARB. Motor vehicles and motor vehicle-related activity account for over 90 percent of benzene emissions in California. While gasoline-dispensing facilities account for a small part of total benzene emissions, near source exposures for large facilities can be significant.

Since 1990, benzene in the air has been reduced by over 75 percent statewide, primarily due to the implementation of emissions controls on motor vehicle vapor recovery equipment at gas stations, and a reduction in benzene levels in gasoline. However, benzene levels are still significant. In urban areas, average benzene exposure is equivalent to about 50 in one million.

Gasoline dispensing facilities tend to be located in areas close to residential and shopping areas. Benzene emissions from the largest gas stations may result in near source health risk beyond the regional background and district health risk thresholds. The emergence of very high gasoline throughput at large retail or



wholesale outlets makes this a concern as these types of outlets are projected to account for an increasing market share in the next few years.

### Key Health Findings

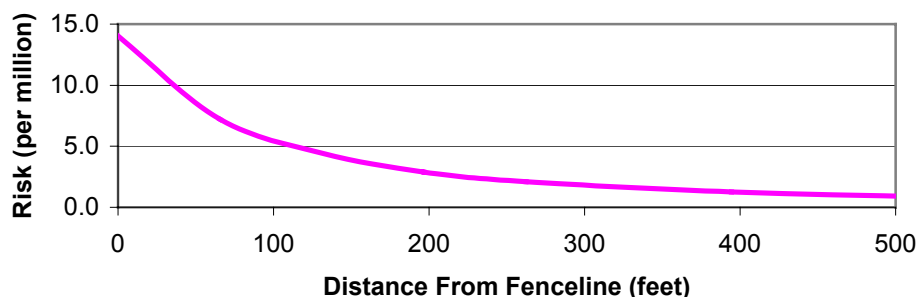
Benzene is a human carcinogen identified by ARB as a toxic air contaminant. Benzene also can cause non-cancer health effects above a certain level of exposure. Brief inhalation exposure to high concentrations can cause central nervous system depression. Acute effects include central nervous system symptoms of nausea, tremors, drowsiness, dizziness, headache, intoxication, and unconsciousness. It is unlikely that the public would be exposed to levels of benzene from gasoline dispensing facilities high enough to cause these non-cancer health effects.

### Distance Related Findings

A well-maintained vapor recovery system can decrease emissions of benzene by more than 90% compared with an uncontrolled facility. Almost all facilities have emission control systems. Air quality modeling of the health risks from gasoline dispensing facilities indicate that the impact from the facilities decreases rapidly as the distance from the facility increases.

Statistics reported in the ARB's staff reports on Enhanced Vapor Recovery released in 2000 and 2002, indicated that almost 96 percent of the gasoline dispensing facilities had a throughput less than 2.4 million gallons per year. The remaining four percent, or approximately 450 facilities, had throughputs exceeding 2.4 million gallons per year. For these stations, the average gasoline throughput was 3.6 million gallons per year.

**Figure 1-6  
Gasoline Dispensing Facility Health Risk  
for 3,600,000 gal/yr throughput**



As shown in Figure 1-6, the risk levels for a gasoline dispensing facility with a throughput of 3.6 million gallons per year is about 10 in one million at a distance of 50 feet from the fenceline. However, as the throughput increases, the potential risk increases.

As mentioned above, air pollution levels in the immediate vicinity of large gasoline dispensing facilities may be higher than the surrounding area (although tailpipe emissions from motor vehicles dominates the health impacts). Very large gasoline dispensing facilities located at large wholesale and discount centers may dispense nine million gallons of gasoline per year or more. At nine million gallons, the potential risk could be around 25 in one million at 50 feet, dropping to about five in one million at 300 feet. Some facilities have throughputs as high as 19 million gallons.

### Recommendation

- Avoid siting new sensitive land uses within 300 feet of a large gasoline dispensing facility (defined as a facility with a throughput of 3.6 million gallons per year or greater). A 50 foot separation is recommended for typical gas dispensing facilities.

### References

- *Gasoline Service Station Industry-wide Risk Assessment Guidelines*. California Air Pollution Control Officers Association (December 1997 and revised November 1, 2001)
- *Staff Report on Enhanced Vapor Recovery*. ARB (February 4, 2000)
- *The California Almanac of Emissions and Air Quality*. ARB (2004)
- *Staff Report on Enhanced Vapor Recovery Technology Review*. ARB (October 2002)

### **Other Facility Types that Emit Air Pollutants of Concern**

In addition to source specific recommendations, Table 1-3 includes a list of other industrial sources that could pose a significant health risk to nearby sensitive individuals depending on a number of factors. These factors include the amount of pollutant emitted and its toxicity, the distance to nearby individuals, and the type of emission controls in place. Since these types of facilities are subject to air permits from local air districts, facility specific information should be obtained where there are questions about siting a sensitive land use close to an industrial facility.

### **Potential Sources of Odor and Dust Complaints**

Odors and dust from commercial activities are the most common sources of air pollution complaints and concerns from the public. Land use planning and permitting processes should consider the potential impacts of odor and dust on surrounding land uses, and provide for adequate separation between odor and dust sources. As with other types of air pollution, a number of factors need to be considered when determining an adequate distance or mitigation to avoid odor or

**C. Architecture**

1. Site-specific architectural design is strongly encouraged, rather than corporate or franchise design solutions.
2. All structures on the site (including kiosks, car wash buildings, gas pump columns, etc.) shall be architecturally consistent and related to an overall architectural theme.
3. All building elevations shall be architecturally enhanced.
4. High quality building materials are encouraged. Reflective, glossy, and fluorescent surfaces are discouraged.
5. The roof design of all structures including pump canopies, shall incorporate roof treatments with a low to moderate pitch. Flat roofs or mansard roof applications are not allowed unless they are consistent with an established architectural theme.
6. The gas pump canopies shall not be internally illuminated. Light fixtures shall be recessed into the canopy.
7. Each gas pump island shall include stacking for at least two vehicles (40 feet) on-site, on at least one end of the pump island.



Figure 3.2.32 An example of high quality and consistent building

**Contra Costa County****Fire Protection District**

May 20, 2020

Mr. Scudero  
 City of Antioch  
 Community Development  
 PO Box 5007  
 Antioch, CA 94531-5007

**Subject:** United Pacific Gas Station  
 5200 Lone Tree Way, Antioch  
 Project # PDP-20-01  
**CCCFPD Project No.: P-2020-02099**

Dear Mr. Scudero,

We have reviewed the development plan application to construct a 4,325 square foot convenience store with attached carwash and a 5,566 square foot canopy over 8 fuel pumps at the subject location. The following is required for Fire District approval in accordance with the 2019 California Fire Code (CFC), the 2019 California Building Code (CBC), the 2019 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

1. Access as shown appears to comply with Fire District requirements.

Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. (503) CFC

2. Access roadways of **less than 28-feet** unobstructed width shall have signs posted or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have **NO PARKING – FIRE LANE** signs posted, allowing for parking on one side only or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

3. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the interior of the building. The building owner shall have the testing conducted and the results submitted to the Fire District prior to the building final. (510.1) CFC
4. The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 1750 GPM. Required flow must be delivered from not more than 1 hydrant flowing for a duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC



5. The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating all existing or proposed hydrant locations, fire apparatus access, elevations of building, size of building and type of construction and a striping and signage plan for review and approval prior to obtaining a building permit. This is a separate submittal to the Fire District to be approved prior to construction plan submittal. ***Final placement of hydrants shall be determined by this office.***

***This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review.*** (501.3) CFC

6. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC
7. Flammable or combustible liquid storage tanks shall **not** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC
8. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC
9. Provide safety during construction. (Ch.33) CFC
10. The developer shall submit a minimum of two (2) complete sets of building construction plans and specifications of the subject project, including plans for any of the following required deferred submittals, to the Fire District for review and approval **prior to** construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC
- Carbon Dioxide Systems
  - Underground flammable/combustible liquid storage tanks
  - Emergency Responder Radio Coverage System (ERRCS)

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,



Todd Schiess  
Fire Inspector I

cc: Jeff Ferrell  
Embree Asset Group, Inc.  
4747 Williams Dr.  
Georgetown, TX 78633  
jferrell@embreegroup.com

File: 5200 LONE TREE WAY-PLN-P-2020-02099

# United Pacific Gas Station Preliminary Development Plan

CITY COUNCIL  
MEETING

AUGUST 11, 2020

# Project Overview

---

Gas Station/Car Wash/Convenience store on 2 – acre site at Lone Tree Way and Vista Grande Dr.

Proposed 24 hour operation with beer and wine sales

General Plan amendment and rezone required

Variance required for alcohol sales

# General Plan Amendment Request

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Site is currently designated Commercial Office

- Requesting an amendment to Convenience Commercial

## Staff Concerns

- Proximity to residential homes and potential impacts
- CARB recommends minimum 300 foot separation from homes
- Recent service stations have not been located adjacent to residential
- Difficult to make necessary findings for GP Amendment



# Variance Request

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Site is within 500 feet of a public park which would require a variance to sell alcohol

Difficult to make necessary findings necessary to approve variance

- No exceptional or extraordinary circumstances applicable to the property.
- No special circumstances applicable to the subject property.

# Planning Commission Recommendations

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Supported use provided findings could be made and impacts mitigated

Supported staff recommendations to project design

- Deceleration lane
- Building architecture

Recommended hours of operation be looked at

- Requested input from APD

# Recommendation

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Discuss and consider whether a General Plan amendment for the proposed use is appropriate.

Discuss and consider whether the Variance findings can be made.

Discuss and consider staff and Planning Commission recommendations for the proposed project.

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 11, 2020

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

**SUBMITTED BY:** Kwame P. Reed, Economic Development Director and the *KPR*  
Economic Development Commission

**APPROVED BY:** Ron Bernal, City Manager

**SUBJECT:** Discussion on Antioch Small Business COVID-19 Recovery,  
Retention, and Thriving Plan Concepts

---

**RECOMMENDED ACTION**

It is recommended that the City Council provide direction on the Economic Development Commission's recommendation for the Antioch Small Business COVID-19 Recovery, Retention, and Thriving Plan ("Plan").

**FISCAL IMPACT**

The proposed elements of the Plan include an allocation of \$360,000 from the General Fund that can be utilized to assist Antioch small businesses by subsidy or reimbursable grants. \$120,000 could be re-programmed from the current General Fund Economic Development budget. The remaining \$240,000 would require a budget amendment if approved. There is the possibility that some of this cost could be borne by CARES Act funds the City will be receiving from the State if the costs are demonstrated to relate directly to business impairment as a result of the COVID 19 pandemic.

**DISCUSSION**

At the May 26, 2020, City Council meeting, Mayor Wright requested staff work with the City's Economic Development Commission ("EDC") on creating a COVID-19 Small Business Stimulus plan. During the June 2, 2020 EDC meeting, the EDC Chair accepted comments from the Commissioner's on how to create a plan for reopening/recovery and retaining Antioch businesses in the short and long term. The task was assigned to the EDC Supply and Demand Subcommittee and their recommendations were presented to the City Council on June 23, 2020. Based on feedback received after the presentation, the Subcommittee presented additional findings to the full EDC at their regular meeting on July 21, 2020, and at a special meeting on July 23, 2020.



The EDC approached this task by not only identifying immediate assistance to business emerging from the COVID-19 crisis, but also identifying long-term business assistance measures that would help Antioch small businesses thrive and prepare for future business interruptions. The areas focus that were presented at the June 23<sup>rd</sup> City Council have been refined and level of financial assistance has been applied. The EDC continues to emphasize small businesses should continue to reach out for support from Federal resources.

The EDC recommendation is as follows:

- *Education, Training, and Networking Exchange* – Create a clearinghouse of information to support Antioch businesses; provide online classes with subject matter experts; roundtable/Town Hall discussions; business cost reduction trainings; outreach tools - \$50,000
- *Business Resource Guide* – Creation of a resource guide that provides information on recovering, maintaining (retaining), and thriving in the new business climate. The resources could include personal protective equipment resources and guidance, funding sources, visitation programs by City representatives, peer networking information, and continued technological assistance - \$10,000
- *Marketing Assistance* – Provide assistance to advertise through print, radio, and digital. Development of mobile app to feature Antioch businesses. This line item would also provide funding for professional photography for ads - \$115,000
- *Improving City Processes* – The City should continue to find creative ways to allow businesses to function in these new conditions. The providing of industry specific guidance like the Outdoor Dining and Business applications is key and appreciated. The City should also consider providing a Business License Tax relief to existing companies with 50 employees or less. Discounting the renewal of companies that fall into that category by \$100 would result in an approximate \$110,000 subsidy.
- *Applied Resources and Incentives (Grants)* – The City could create numerous mechanisms to support local businesses through competitive and need-based grants. The EDC wants to stress the City should not duplicate the efforts of the SBA funding programs and should create programs that are unique. Some examples of direct funding could be through:
  - *Competitive grants where a company's needs are factored into the decision to receive the funding (funding would be provided through the City's General Fund).*
  - *Business Operations grants could be created to help companies operate better in the post COVID-19 world. PPE for employees or devices/equipment with the purpose of reducing exposure of staff and customers could be purchased with this funding (funding would be provided through the City's General Fund).*

- *Advance Business Training grants would be designed to inspire the creation of Antioch-based corporations.*

The total for this focus area is \$75,000.

The EDC's members of the Supply and Demand Subcommittee will provide additional details of the recommendation.



# ECONOMIC DEVELOPMENT COMMISSION

Recovery, Retention, & Thriving Plan  
August 11, 2020

# Education/Training and Networking Exchange

*Intelligence to help better inform, educate, and connect businesses to the tools necessary for success.*

- Online Classes with Subject Matter Experts
- Roundtable Discussions/Town Hall Meetings/Pre-recorded Messaging
- Ongoing Surveying/Data Collection
- Communication Outreach Tools

*Total Funding Commitment \$50,000*



# Resource Guide

*Clearinghouse of information to increase awareness of current business affairs.*

- Online Information Guide
- Bludot Technologies

*Total Funding Commitment \$10,000*

# Marketing

*Increased consumer awareness through marketing ads and public relations campaigns.*

- Print
- Digital
- Radio
- Professional Photography (For Advertising)
- Development of app(lication) for Antioch Businesses

*Total Funding Commitment \$115,000*

# City Processes

*Streamlined business/City touch-points.*

- Business License Relief
- Encroachment Permit Assistance
- Business Visitation/Business Watch

*Total Funding Commitment \$110,000*

# Applied Resources & Incentives

*Business stabilization grants.*

- Business Operation Grants
- Safety and Security Grants
- Advanced Business Training Grants

*Total Funding Commitment \$75,000*



Questions?

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 11, 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

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**RECOMMENDED ACTION**

It is recommended that the City Council receive and file the status update on the Brackish Water Desalination Project ("Project").

**FISCAL IMPACTS**

The estimated cost of the project is \$72 million (M) and is included in the adopted 2020-2025 Capital Improvement Program. Adequate funds are available from the Department of Water Resources ("DWR") Prop 1 Grant, State Water Resources Control Board ("SWRCB") State Revolving Fund ("SRF") Loan, and DWR Settlement Agreement. Refer to Discussion for further information.

**DISCUSSION**

The 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.

The project utilizes existing infrastructure to the extent feasible to be cost-effective. Major elements of the project include:

- Replacing the City's existing drinking water intake and installing a new state-of-the-art fish screen. The intake replacement and fish screen has been in the City's CIP for the last five years and would be required with or without the desalination project.
- Relocation and replacement of the City's existing 16 MGD pump station with a new 16 million gallons per day ("MGD") pump station. During desalination operations,

the intake and pump station would be used to divert up to 8 MGD of river water to produce 6 MGD desalinated water.

- Upgrades to the City's Water Treatment Plant to install reverse osmosis treatment capability.
- New reverse osmosis concentrate (brine) disposal pipeline to Delta Diablo's (DD) existing Delta outfall. The pipeline would be 4 miles in length with a capacity of (2 MGD)

This staff report provides a status update on the following key aspects of the projects:

- Permitting
- Delta Diablo Agreements
- Financing
- Design
- Budget
- Schedule

#### Permitting

As of the end of July 2020, the project has secured all major environmental permits necessary for construction and operation of the project. This is the culmination of a multi-year process of environmental review and coordination with state and federal agencies.

| Permit/Certification                                                             | Status             | Notes                                                                                                                                                                                   |
|----------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Environmental Impact Report                                                      | Certified Oct 2018 | The EIR includes a mitigation monitoring and reporting plan                                                                                                                             |
| Regional Water Quality Control Board (RWQCB) NPDES permit for brine disposal     | Issued Dec 2019    | Provisions allowing for disposal of brine were added to DD's existing NPDES permit as part of regular five-year permit update                                                           |
| RWQCB 401 Water Quality Certification                                            | Issued Apr 2020    | Required for construction work within San Joaquin River and operations                                                                                                                  |
| Delta Plan Consistency Certification                                             | Certified May 2020 | Must certify to Delta Stewardship Council that project is consistent with Delta Plan. No comments received during review period.                                                        |
| Biological Opinions (BOs)                                                        | Issued July 2020   | Federal Biological Opinions by National Marine Fisheries Service (NMFS) and United States Fish and Wildlife Service (USFWS) reviewed potential for project effects to protected species |
| California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement | Issued July 2020   | Covers in-river construction work, pipeline stream crossings, and project operations                                                                                                    |
| CDFW Incidental Take Permit                                                      | Issued July 2020   | Includes minimization measures and mitigation to cover incidental take of listed species during construction and operation.                                                             |
| United States Army Corps of Engineers 404 Wetlands Permit                        | Issued July 2020   | Required consultation from federal fisheries and Corps for work in wetlands                                                                                                             |



### Delta Diablo Agreements

The City executed a cooperation agreement with Delta Diablo in October 2018 to coordinate on discharge permitting and planning of the discharge facilities at Delta Diablo needed for the project. In July 2020, the City and Delta Diablo executed an agreement for design and construction of discharge facilities. This agreement covers activities during construction on the Delta Diablo property. An agreement for long term discharge operations is under development and anticipated by October 2020.

### Financing

The City has secured funding for the project through a combination of grants and loans. The City was awarded a \$10M DWR Proposition 1 Desalination Grant to construct the project. The grant agreement was executed in April 2019 and a recent grant amendment was necessary and executed with no impact on funding. The City must submit final documents, including permits and 90% design, to complete grant requirements. In addition, an agreement with DWR is expected to provide an additional \$27M of funding as a grant.

The City is completing the requirements to finalize the receipt of a \$55M low interest SWRCB SRF loan for design and construction. The primary requirements to secure the funding are the key permits that have now been received and the completion of review of the 90% design. The loan will be secured prior to award of the construction contract.

The City is investigating the use of a \$20M line of credit from its bank to cashflow the Project grants and loans. A final decision on the use of a line of credit will be made in the next two months. Funding of the project does not depend on this decision.

### Design

The 90% design for the project is complete. A constructability review by the project construction management firm resulted in several value engineering suggestions that are being evaluated, but no major changes. The City has submitted the 90% design for state review as required by the grants and loans and is expecting comments in early August. The 100% design is expected to be complete in September 2020.

### Budget

The most recent cost estimate for the project, reflecting the latest project design information, is \$72M. This includes a contingency of 10% on construction costs consistent with this level of design.

### Schedule

The project's schedule is to go out to bid in mid-September 2020 and open bids in early November 2020. This would enable award of a construction contract to be considered by Council at the first meeting in December (December 8, 2020). It is anticipated that the project construction would begin early 2021. The duration of construction is two years, somewhat subject to start date restrictions because of permitting work windows. Construction is anticipated to be complete early 2023.



**ATTACHMENT**

A. PowerPoint Presentation

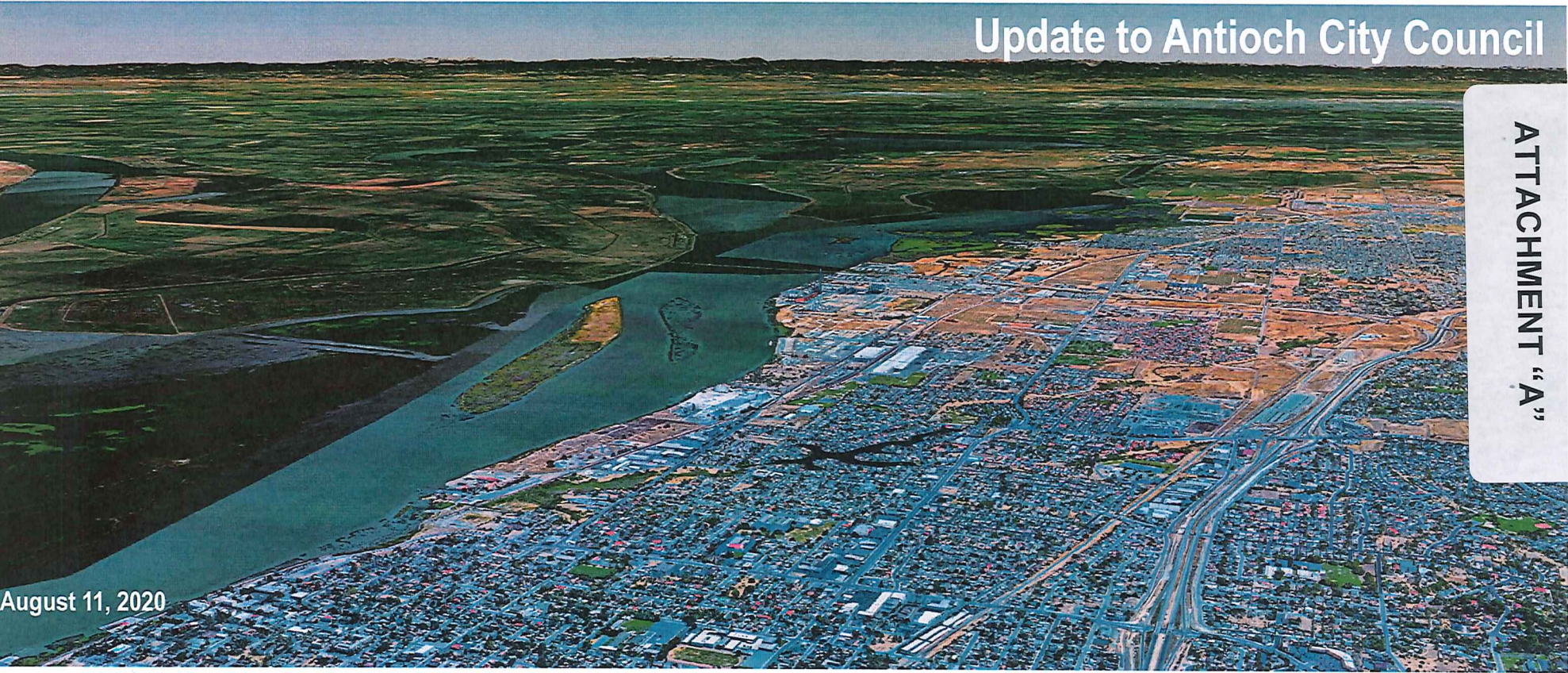


# Brackish Water Desalination Project

Update to Antioch City Council

ATTACHMENT "A"

August 11, 2020





# Agenda

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- Project Overview
- Status Updates
  - ❖ Permitting
  - ❖ Delta Diablo Agreements
  - ❖ Financing
  - ❖ Design Progress and Budget
- Schedule

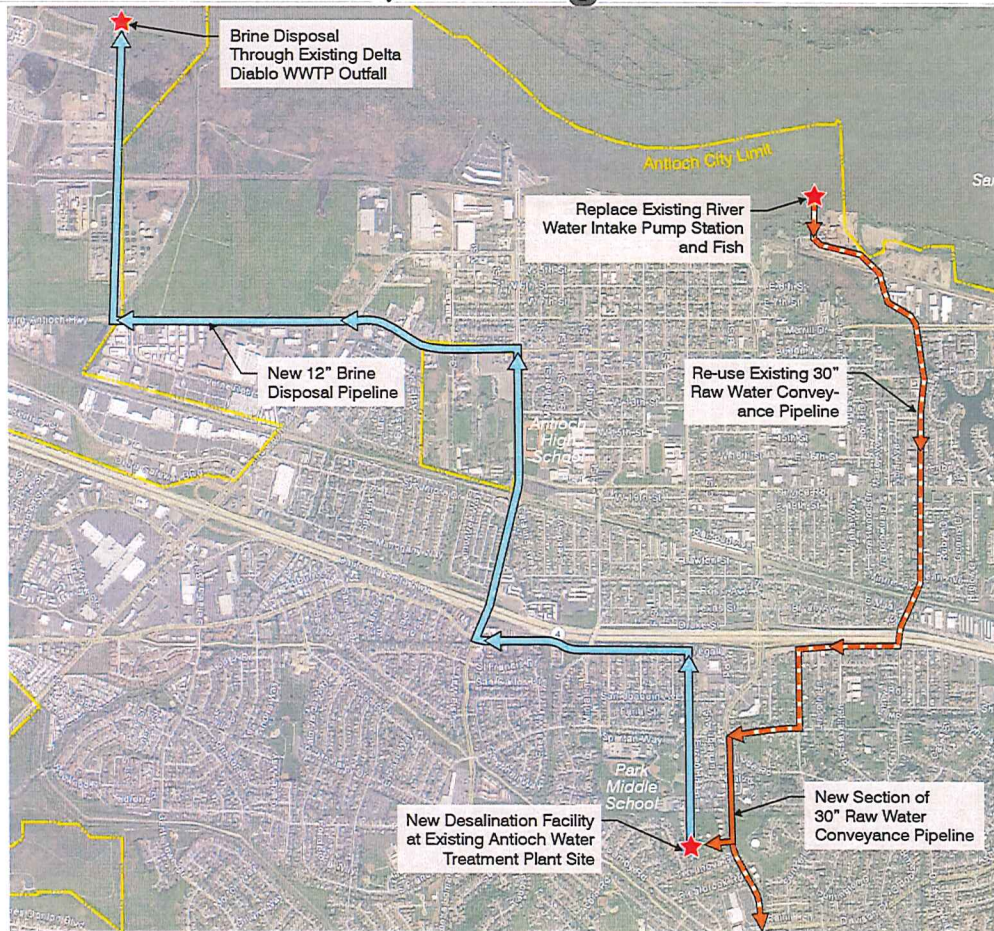




# Project Overview



# The Brackish Desalination Project will Provide the City with Reliable, Drought-Proof Water Supply



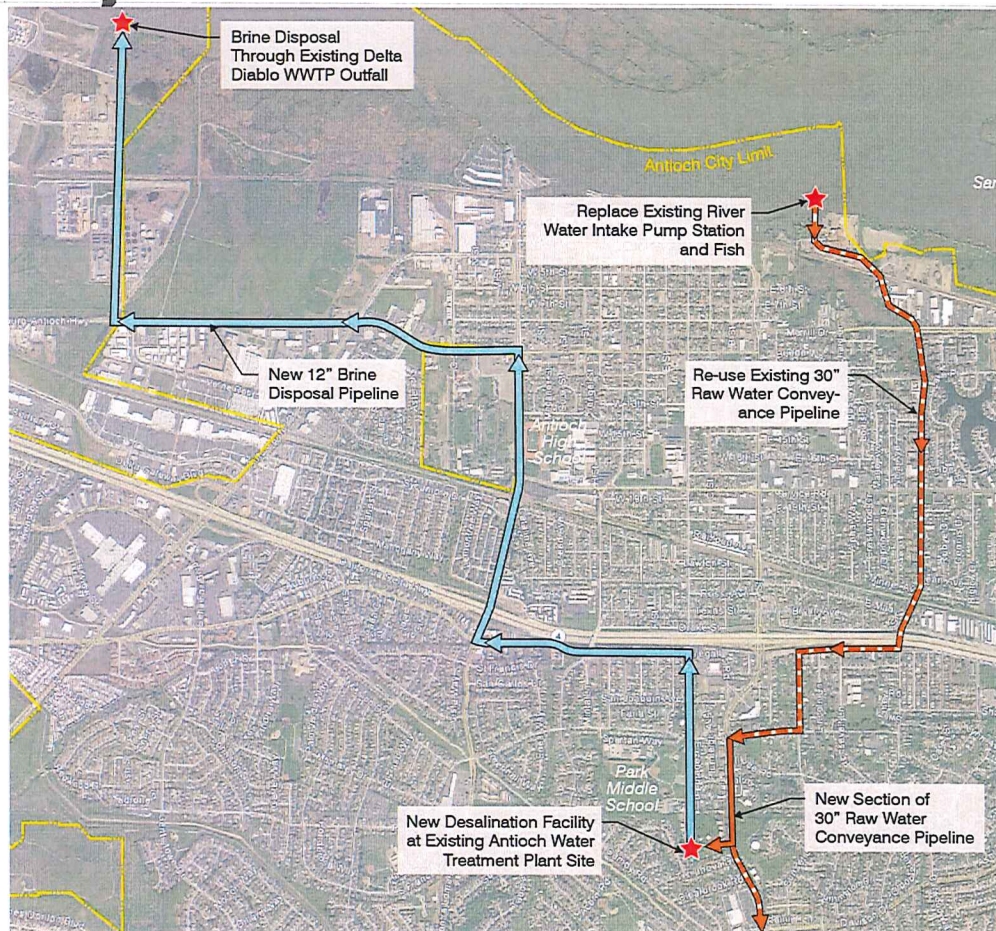
The Project will utilize reverse osmosis technology to enable the City to produce 6MGD of drinking water when Delta salinity is too high for conventional treatment

A4





# Project Makes Cost-Effective Use of Existing Facilities



## Key Elements

- Replace intake and new state-of-the-art fish screen
- New 16 MGD Pump Station (8MGD during desal ops to produce 6 MGD treated)
- Upgrades to WTP
- New brine disposal pipeline to Delta Diablo (4 miles, 2 MGD)





# Status Updates

At



## Permits: All Major Environmental Permits are Secured

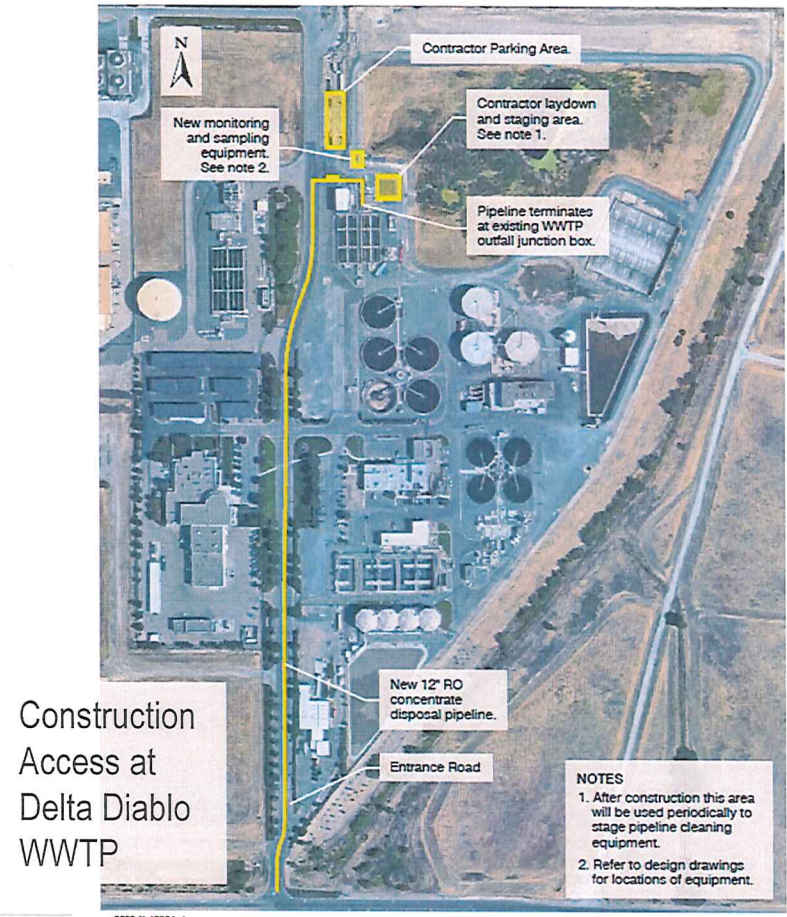
- Environmental Impact Report adopted (October 2018)
- RWQCB NPDES permit for ROC disposal issued to DD (December 2019)
- RWQCB 401 Water Quality Certification issued (April 2020)
- Delta Plan Consistency Certification completed (May 2020)
- NMFS and USFWS Biological opinions issued (July 2020)
- CDFW Streambed Alteration Agreement issued (July 2020)
- CDFW Incidental Take Permit received (July 2020)
- USACE 404 Nationwide Wetlands Permit received (July 2020)





# Delta Diablo Agreements

- Coordination Agreement for **NPDES permit** executed in October 2018
- Agreement for **construction access** executed in July 2020
- Agreement for **long term operations** under development and anticipated by October 2020





# Financing: Funding is Being Secured

## ■ Grants

- ❖ \$10M DWR Prop 1 Desalination Grant agreement executed April 2019, recently amended with no impact on funding
- ❖ \$27M DWR agreement has been approved and is awaiting final signatures

## ■ Loan

- ❖ \$55M low interest SWRCB State Revolving Fund loan requirements are being completed by City to secure loan prior to award of construction contract

## ■ Line of Credit

- ❖ City investigating use of a \$20M line of credit to cashflow Project grants and loan
- ❖ Final decision in next two months; funding of project not dependent on this decision



## Project Design is Nearly Complete

- 90% Design completed
- Constructability review by CM firm resulted in several value engineering suggestions that are being evaluated
- Submitting to Department of Drinking Water for review consistent with grant and loan requirements
- 100% Design expected in September 2020



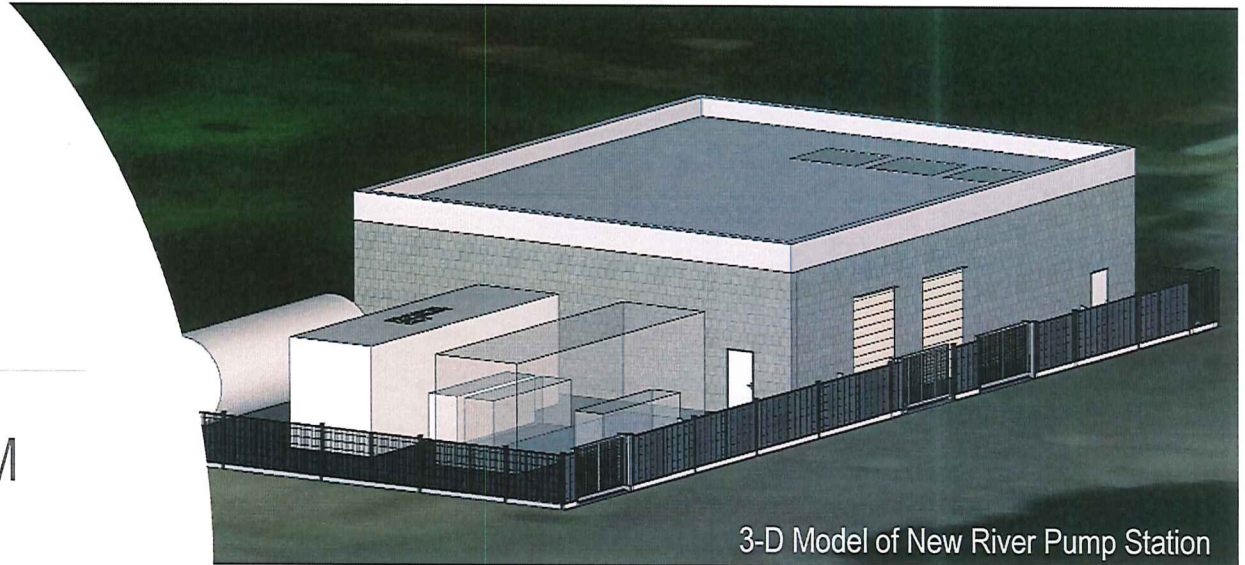
Architectural rendering of upgraded Water Treatment Plant





## Project Budget

- Estimated Project Cost is \$72M
- Includes 10% contingency on construction costs, consistent with this level of design



3-D Model of New River Pump Station



San Joaquin River at Existing Intake





## Project is on Schedule to Start Construction in Early 2021

- Project out to Bid – mid September 2020
- Open Bids – early November 2020
- Award Construction Contract – December 8, 2020 City Council Meeting
- Construction Duration – 2 years
- Construction Complete – Early 2023




Questions?



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 11, 2020

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

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

**SUBJECT:** Designation of a Voting Delegate and Alternate Delegate for the League of California Cities Annual Conference and Authorization for Associated Conference Expenses Not to Exceed \$250 per Participant

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### **RECOMMENDED ACTION**

It is recommended that the Council appoint a Voting Delegate and Alternate Delegate for the 2020 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$250.

### **FISCAL IMPACT**

The League of California Cities Annual Conference is a Virtual Conference this year and will be held October 7 through October 9, 2020. The registration special pricing announced for the League's first Virtual Annual Conference & Expo is \$250 for a public official that is not a League of California Cities member (if the Public Official is a League of California Cities member, the registration pricing is \$50). The City Council fiscal year 2021 budget includes sufficient funds to cover this expense.

### **DISCUSSION**

The League's 2020 Annual Conference is scheduled for October 7 – October 9, 2020 as a Virtual Conference. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled on Friday, October 9, 2020. At that meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate. The City may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated Voting Delegate is unable to serve in that capacity.

The attached Voting Delegate form must be completed and returned to the League's office no later than Wednesday, September 30, 2020. This allows the League's office time to establish voting delegate/alternate records prior to the conference.

**ATTACHMENTS**

- A. League of California Cities' Letter dated June 30, 2020
- B. Annual Conference Voting procedures
- C. 2020 Annual Conference Voting Delegate/Alternate Form
- D. Special Pricing Announced for Registration



**Council Action Advised by August 31, 2020**

June 30, 2020

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



## **Annual Conference Voting Procedures**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.





**CITY:** \_\_\_\_\_

**2020 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Wednesday, September 30, 2020**

League of California Cities  
**ATTN: Darla Yacub**  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: [dyacub@cacities.org](mailto:dyacub@cacities.org)  
(916) 658-8254



## Special Pricing Announced for League's First Virtual Annual Conference & Expo: Registration Opening Soon

*July 29, 2020*

City officials throughout the state will come together virtually to learn, collaborate, and celebrate at the League's 2020 Annual Conference & Expo.

Taking place on Oct. 7-9, the League's annual meeting promises to be an unparalleled educational and networking event, providing opportunities for attendees to gain perspectives and knowledge on current issues challenging cities, while deepening relationships with others in similar fields. The virtual event will include dynamic general and breakout sessions, exciting networking opportunities, and an interactive Expo!

Many opportunities emerge in a virtual environment that are impossible in an in-person conference, and we are excited to offer this reimagined experience.

Recognizing the budget constraints that cities are experiencing due to the pandemic, this year's conference will be more easily accessible to all members, with structured pricing to further increase accessibility.

The League of California Cities Annual Conference & Expo is one of the most important events of the year for city officials. Stay tuned for upcoming announcements on speakers and sessions you don't want to miss!

### **Full Registration Includes:**

- Your ticket to all virtual educational sessions and networking opportunities
- Access to recordings of all educational sessions after the conclusion of the conference
- Electronic access to all program materials
- Access to the Virtual Expo

### **Full Conference Registration Fees**

Member City Official

\$50

|                                      |       |
|--------------------------------------|-------|
| League Partner                       | \$150 |
| Public Official, Non-Member          | \$250 |
| Corporate and Non-Profit, Non-Member | \$500 |

**NOTE:** Conference Registration is required to attend all conference activities including department and division meetings and the General Assembly. Each registration is for a single person. Sharing of registration is prohibited.

Questions or special needs? Contact our conference registrar at [mdunn@cacities.org](mailto:mdunn@cacities.org) before **Thursday, Oct. 1.**

Visit <https://www.cacities.org/AC> for more information.