CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

Antioch City Council
SPECIAL AND REGULAR MEETING
Including the Antioch City Council acting as Housing Successor to the Antioch Development Agency

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Date: **Tuesday, March 23, 2021**

Time: **4:45 P.M.* – Closed Session

5:30 P.M. – Special Meeting/Study 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 provide a written public comment, you may do so any of the following ways **by 3:30 p.m. the day of the Council Meeting**: **(1)** Fill out an online speaker card, located at https://www.antiochca.gov/speaker_card, or **(2)** Email the City Clerk's Department at cityclerk@ci.antioch.ca.us.

To provide oral public comments during the meeting, click the following link to register in advance to access the meeting via Zoom Webinar: https://www.antiochca.gov/speakers. You may also provide an oral public comment by dialing **(925) 776-3057**. Please see inside cover for detailed Speaker Rules.

*The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you must submit your comments in writing **by 3:30 p.m. the day of the City Council Meeting**.*

Lamar Thorpe, Mayor
Monica E. Wilson, Mayor Pro Tem (Council Member District 4)
Tamisha Torres-Walker, Council Member District 1
Michael Barbanica, Council Member District 2
Lori Ogorchock, Council Member District 3

Ellie Householder, City Clerk
Lauren Posada, City Treasurer

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

Online Viewing: https://www.antiochca.gov/government/city-council-meetings/
Electronic Agenda Packet: https://www.antiochca.gov/government/agendas-and-minutes/city-council/
Project Plans: https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf

SPEAKERS' RULES

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

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

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

1. Fill out an online speaker card **by 3:30 p.m. the day of the Council Meeting** 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. When calling into the meeting using the Zoom Webinar telephone number, press *9 on your telephone keypad to "raise your hand". Please ensure your Zoom client is updated so staff can enable your microphone when it is your turn to speak.

3. Email comments to cityclerk@ci.antioch.ca.us **by 3:30 p.m. the day of the Council Meeting**. 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, Public Comment, or a specific Agenda Item number. No one may speak more than once on an agenda item or during "Public Comments". All emails received **by 3:30 p.m. the day of the Council Meeting** 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 **by 3:30 p.m. the day of the Council Meeting** 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.

4:45 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 Government Code section 54956.9: Oak Hill Park Company v. The City of Antioch, et al. Contra Costa County Superior Court Case No. N21-0048.
No reportable action

2) **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION** pursuant to Government Code section 54956.9: Miguel Minjares vs. the City of Antioch, United States District Court Northern District of California.
No reportable action

5:31 P.M. **ROLL CALL – SPECIAL MEETING/STUDY SESSION –** for Council Members ***– Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe (Council Member District 1 Torres-Walker arrived at 5:32 p.m.)***

PLEDGE OF ALLEGIANCE

STUDY SESSION

1. FISCAL YEAR 2021-23 BUDGET DEVELOPMENT

Received

Recommended Action: It is recommended that the City Council provide feedback and direction regarding the Budget Development information provided for the Fiscal Year 2021-23 Budget.

STAFF REPORT

PUBLIC COMMENT

7:03 P.M. ***ADJOURNED TO BREAK***
7:10 P.M. ***RECONVENE. ROLL CALL*** *for Council Members –* ***All Present***

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION
Motioned to adjourn Special Meeting at 7:10 p.m., 5/0

7:10 P.M. **ROLL CALL – REGULAR MEETING –** for City /City Council Members acting as Housing Successor to the Antioch Development Agency ***– All Present***

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS **STAFF REPORT**

- ECONOMIC DEVELOPMENT COMMISSION
- BOARD OF ADMINISTRATIVE APPEALS

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

3. PRESENTATION – *Sales Tax Citizens' Oversight Committee Report presented by Susana Williams and Dr. Kate Svyatets*
STAFF REPORT

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

A. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 12, 2021
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes.
STAFF REPORT

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 13, 2021
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes.
STAFF REPORT

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

C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 16, 2021

Continued, 5/0

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

STAFF REPORT

D. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 23, 2021

Continued, 5/0

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

STAFF REPORT

E. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 26, 2021

Continued, 5/0

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

STAFF REPORT

F. APPROVAL OF COUNCIL MINUTES FOR MARCH 9, 2021

Continued, 5/0

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

STAFF REPORT

G. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

H. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

STAFF REPORT

I. APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2021

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file the February 2021 Treasurer's Report.

STAFF REPORT

J. CITY-OWNED SURPLUS PROPERTY LIST

Reso. No 2021/41 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving the Surplus Property List.

STAFF REPORT

K. 2020 ANNUAL HOUSING ELEMENT PROGRESS REPORT, HOUSING SUCCESSOR ANNUAL REPORT AND PROGRESS REPORT FOR THE GENERAL PLAN

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file the 2020 Annual Housing Element Progress Report, Housing Successor Annual Report, and Progress Report for the General Plan.

STAFF REPORT

L. THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.

Reso. No 2021/42 adopted, 5/0

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

1) Approving the third amendment to the Consulting Services Agreement ("Agreement") with The Gualco Group, Inc. ("Gualco") for continued support related to permitting and funding activities for the Brackish Water Desalination Project ("Project") and extend the contract through February 28, 2022 in the amount of $50,000 for a total contract amount of $200,000; and

2) Authorizing and directing the City Manager or designee to execute the third amendment to the Agreement with Gualco in a form approved by the City Attorney.

STAFF REPORT

M. RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS AND AUTHORIZING THE EXECUTION OF A DEFERRED IMPROVEMENT AGREEMENT AND RELEASE OF BONDS FOR HIDDEN GLEN UNIT 4 SUBDIVISION 8388 (P.W. 557-4) (ARCADIA DEVELOPMENT COMPANY)

Reso. No 2021/43 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting completed improvements and authorizing the execution of a Deferred Improvement Agreement and Release of Bonds for Hidden Glen Unit 4 Subdivision 8388 (P.W. 557-4) (Arcadia Development Company).

STAFF REPORT

N. RESOLUTION APPROVING THE REVISED FINAL MAP FOR PROMENADE VINEYARDS AT SAND CREEK SUBDIVISION PHASES 1-3 SUBDIVISION 9560, 9561, AND 9562 (P.W. 697)

Reso. No 2021/44 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Revised Final Map for Vineyards Promenade Subdivision Phases 1-3 Subdivision 9560, 9561, and 9562 (P.W. 697).

STAFF REPORT

O. RESOLUTION APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR AVIANO PHASE 3 SUBDIVISION 9489 (P.W. 676-3)

Reso. No 2021/45 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to approve the Final Map and Subdivision Improvement Agreement for Aviano Phase 3 Subdivision 9489 (P.W. 676-3).

STAFF REPORT

P. CONSIDERATION OF BIDS FOR FIREBREAK AND DISKING BID NO. 988-0225-21A AWARD

Reso. No 2021/46 adopted, 5/0

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

1) Awarding the Maintenance Services Agreement ("Agreement") for Firebreak and Disking Services, to the lowest, responsive, and responsible bidder McCauley Agricultural & Pest Service ("McCauley");

2) Approving an Agreement with McCauley for a term of Three (3) years with the option to extend an additional two (2) years in an amount of $700,000 with $125,000 in contingency work, for a total amount not to exceed $825,000; and

3) Authorizing the City Manager to execute the Agreement with McCauley for the total amount not to exceed $825,000.

STAFF REPORT

Q. PURCHASE OF NEW FURNITURE FOR THE CITY HALL INTERIOR MODIFICATIONS (P.W. 247-S)

Reso. No 2021/47 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute purchase orders with the various furniture providers using Cooperative Purchasing for a total combined not to exceed amount of $300,000.

STAFF REPORT

PUBLIC HEARING

5. DUCKY'S CAR WASH (UP-19-08, AR-19-15)

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

Reso. No 2021/48 adopted, 5/0

1) Adopt the resolution approving the Ducky's Car Wash CEQA Addendum.

Reso. No 2021/49 adopted, 5/0

2) Adopt the resolution approving a Final Development Plan, Use Permit, and Design Review subject to conditions of approval (UP-19-08, AR-19-15).

STAFF REPORT

6. CREEKSIDE/VINEYARDS AT SAND CREEK PROJECT (GP-19-06, PD-19-02)

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

Reso. No 2021/50 adopted, 5/0

1) Adopt the resolution certifying the Creekside/Vineyards at Sand Creek Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;

Reso. No 2021/51 adopted, 5/0

2) Adopt the resolution approving a General Plan Amendment for purposes of amending the City of Antioch General Plan Text and Land Use Map (GP-19-06);

To 04/13/21 for adoption, 5/0

3) Introduce the Ordinance rezoning the property to Planned Development District and adopting the development standards (PD-19-02); and

Reso. No 2021/52 adopted, 5/0

4) Adopt the resolution approving a Vesting Tentative Map, Design Review adopting Design Guidelines, and a Resource Management Plan.

STAFF REPORT

7. CALIFORNIA COMMUNITY HOUSING AGENCY (CALCHA) MIDDLE-INCOME RENTAL HOUSING PROGRAM MEMBERSHIP

Reso. No 2021/53 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the City to become an Additional Member of the California Community Housing Agency ("CalCHA"); supporting CalCHA's issuance of tax-exempt bonds for the production, preservation, and protection of essential middle-income rental housing; and authorizing the City Manager to enter into purchase option agreements with CalCHA for essential middle-income rental housing created within City limits.

STAFF REPORT

9:16 P.M. ADJOURNED TO BREAK
9:23 P.M. RECONVENE. ROLL CALL *for Council Members* **– *All Present***

8. POLICE REFORM – FINAL REPORT FOR BRIDGING THE GAP VIRTUAL ROUNDTABLE DISCUSSIONS

Reso. No 2021/54 adopted, 3/2-(Barbanica and Ogorchock)

Recommended Action: It is recommended that the City Council adopt a resolution formally accepting the Final Report for Bridging the Gap: Virtual Roundtable Discussions on Racial Injustice and Police-Community Relations.

STAFF REPORT

9. POLICE REFORM – CITY ACCEPTANCE AND/OR ACQUISITION OF SURPLUS MILITARY EQUIPMENT

Reso. No 2021/55 adopted, 4/1-(Barbanica)

Recommended Action: It is recommended that the City Council adopt a resolution regarding the City of Antioch's Ban on the Acceptance and/or Acquisition of Surplus Military Equipment in the future.

STAFF REPORT

10. POLICE REFORM – MENTAL HEALTH CRISIS REPONSE

Direction provided to staff, 5/0

Recommended Action: It is recommended that the City Council provide direction to staff as it relates to development of the City's future Mental Health Crisis Response.

STAFF REPORT

11. COMMUNITY CAMERA SYSTEM AT 18TH STREET AND A STREET WITH SOLE SOURCE JUSTIFICATION REQUEST

Reso. No 2021/56

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

Adopted, 4/1-(Torres-Walker)

1) Approve the sole source request for purchase of additional community cameras from Odin Systems Inc. and Vigilant Solutions (via Lehr Auto Electric);

Adopted, 4/1-(Torres-Walker)

2) Authorize the City Manager to negotiate and execute a purchase agreement with Odin Systems Inc. in an amount not to exceed $21,398.43, and with Vigilant Solutions (via Lehr Auto Electric) in an amount not to exceed $102,339.94; and

Adopted, 4/1-(Torres-Walker)

3) Authorize the City Manager to negotiate and execute a purchase agreement with I.C.R. Electric in an amount not to exceed $18,633.

STAFF REPORT

12. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE TREATMENT PLANT EMPLOYEES' ASSOCIATION FOR THE PERIOD OF OCTOBER 1, 2020 – SEPTEMBER 30, 2021

Reso. No 2021/57

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

Adopted, 5/0

1) Approving the Tentative Agreement between the City of Antioch and the Treatment Plant Employees Association (TPEA); and

Adopted, 5/0

2) Authorizing the Finance Director to make any necessary adjustments to the Fiscal Year 2020/21 budget to implement the provisions of the Tentative Agreement.

STAFF REPORT

13. CREATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STANDING COMMITTEE

Reso No. 2021/58

Recommended Action: It is recommended that the City Council:

1) Discuss and determine if it is the desire of the City Council to form a Community Development Block Grant (CDBG) Standing Committee;

2) Confirm the appointment of two (2) members for Community Development Block Grant (CDBG) Standing Committee; and

Adopted, 5/0

3) Adopt the resolution to form the Community Development Block Grant (CDBG) Standing Committee.

Approved Mayor's Nominations Appointing Council Members Barbanica and Torres-Walker, 4/0/1-(Barbanica Abstained)

STAFF REPORT

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 11:51 p.m., 5/0

CITY OF
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STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

SUBJECT: FY2021-23 Budget Development

RECOMMENDED ACTION

It is recommended that the City Council provide feedback and direction regarding the budget development information provided for the fiscal year 2021-23 budget.

FISCAL IMPACT

The fiscal impact of this budget is outlined in this report and attachments.

DISCUSSION

The purpose of this study session is to start a preliminary review of the General Fund. This budget cycle will be different than those of the past. The Mayor has requested that a baseline of essential service costs and critical and/or required outlays in the General Fund be outlined versus including other extraneous costs and new position requests. The intent is for the City Council to direct additional spending priorities within budget constraints.

Departments are requesting several new positions in this budget cycle to maintain levels of service given increased demands. New position requests from departments that directly or indirectly impact the General Fund have not been integrated into expenditure projections. The position requests included in this report are for the General Fund only as that is the focus of this study session. Positions impacting other funds will be discussed during the applicable study sessions.

As the City Council deliberates the preliminary 2021-23 budget, the governing body is encouraged to consider balancing community needs and a fiscally sustainable budget.

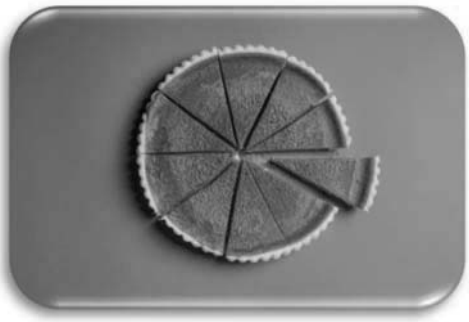
The General Fund Defined

The General Fund is the main operating fund of the City and accounts for the majority of essential services provided, other than water. The General Fund is divided into separate cost centers depending on the purpose served which are referred to as departments with sub-groupings of divisions within each department. The departments supported by the General Fund are:

- Legislative & Administrative (City Council, City Clerk, City Attorney, Human Resources, City Manager, Economic Development)
- Finance
- Non-departmental (this category is for general revenues to be spent on City services and accounts for expenses not specific to a department or division)
- Public Works (other than water/sewer)
- Police (includes Animal Shelter subsidy)
- Community Development
- Recreation Services (subsidy to Recreation Fund)

While there are fees, charges and permits that fund a portion of departments directly within the General Fund, the majority of revenues that the General Fund receives are general purpose and offset the remaining cost of operations not covered by targeted revenues. These general revenues include property taxes, sales taxes, business license taxes and franchise fees.

It is helpful to think of the General Fund as a pie. The ingredients (revenues in this case) determine the size of the pie. The pie is then sliced into pieces. Each piece represents a department. Each department may or may not get the same size slice. The sum of the slices equals the total size of the pie. The slices in total cannot exceed the total size of the pie no matter how you slice it – see examples below.





A budget should be balanced, meaning that the expenditures in any given fiscal year should not exceed revenues. When they do, reserves (also referred to as fund balance) are drawn down to cover any difference. The City of Antioch's fiscal year is from July 1 through June 30th. Fiscal years are generally referred to by the calendar years they fall in, i.e. FY2020/21 is from July 1, 2020 and ends June 30, 2021 or by the calendar year it ends in, i.e. FY21 means is it for the fiscal year ending in June 30, 2021. The terms are used interchangeably and are synonymous.

In 2018, the City established a Budget Stabilization Fund to maintain a minimum 20% unassigned fund balance within the General Fund. When established, the purpose of this fund was to provide a means of handling unexpected General Fund budget variances, unanticipated projects and/or expenses, and unfunded liabilities. The proposed budget as presented reflects using the Budget Stabilization Fund to balance the budget each fiscal year for expenses that exceed revenues. Any additional programs and/or services that are added to the General Fund without adjustments to other programs or services

will result in more funding from the Budget Stabilization Fund being utilized, which in its nature as created, is not to fund on-going programs.

Reserve Policy

The City has an adopted reserve policy that the General Fund unassigned (not committed for other purposes) fund balance will be a minimum of 20% of General Fund operating revenues. The percentage for each fiscal year budget is shown at the bottom of Chart A.

Unfunded Liabilities

As of June 30, 2020, the City of Antioch has the following unfunded pension and other post-employment benefit (OPEB) liabilities:

Plan	Pension Liability/(Asset)	OPEB Liability	Total
Miscellaneous	$ 57,877,642	$ -	$ 57,877,642
Safety	57,331,714	-	57,331,714
Police Supplementary	(6,591)	-	(6,591)
OPEB	-	23,809,819	23,809,819
	$ 115,202,765	$ 23,809,819	$ 139,012,584

City Council directed to begin funding the full actuarial determined contribution (ADC) for OPEB verses pay-as-you-go funding beginning in FY2019-20 from the Budget Stabilization Fund. At an estimated annual cost of $1.2-$1.3M per year, this money is held and invested by the City's Section 115 Trust held with CalPERS. This decision resulted in the actuarial determined unfunded liability dropping approximately $25M from having a systematic payment plan allowing for a higher rate of return to be utilized in calculating the City's long-term liability. As of June 30, 2020, when the OPEB liability was calculated, the City had $14,556,397 in the trust which can only be used to pay for OPEB benefits.

CalPERS Employer Contributions

In 2020, CalPERS announced that investment earnings in 2019 were only 4.7%, below the target rate of 7% that is used in the actuarial studies to calculate the unfunded pension liability of member agencies. The impact of this loss will begin to be recognized by local government member agencies beginning in FY2022-23 and ramp up contributions over 5 years and then become a flat amortization of the loss from FY2027-42. The City contribution rates included in the FY2021-23 budget are as follows:

	City Contribution Rate		
Tier	**FY21**	**FY22**	**FY23**
Miscellaneous Classic/PEPRA	38.961%	40.36%	41.40%
Safety Classic	74.302%	84.28%	89.42%
Safety 2nd Tier	21.303%	21.36%	23.36%
Safety PEPRA	13.884%	13.98%	14.27%

The Safety Classic and 2nd Tier rates in the table are net of 3% employee pickup of City rate. FY22 rates have been provided by CalPERS. FY23 rates are assumptions based on a tool that CalPERS provided to estimate the cost impact of the investment loss. However, for the Safety Plan, City rates have been increasing exponentially the last couple of years beyond City projections. FY21 increased 12.367% over FY20 and FY22 increased 9.978% over FY21. The actual FY23 rates for all tiers will not be provided by CalPERS until sometime after July 2021. Should the increase be beyond projections, a budget amendment will be required.

Subsidies to City Services

The City operates recreation programs, an animal shelter and a marina which are accounted for in separate funds of the City. The General Fund has always subsidized recreation programs and the animal shelter as these programs/facilities do not generate enough operating revenue to cover expenditures. Based on current revenue and expense projections, beginning in FY23, the marina will require a subsidy to fully fund the operating expenditures of the facility in the amount of $400,000 and it is projected that support will be continued into outlying years.

Salary Survey

The City is currently undertaking a salary survey as required under the collective bargaining agreement with the Antioch Public Works Employee Association. The proposed budget does not include any estimated cost of implementing the salary survey should the City Council approve it.

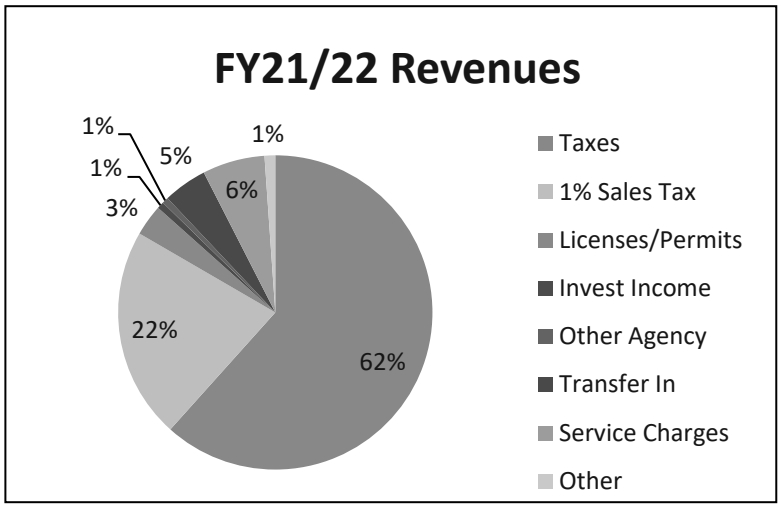
CHART A
GENERAL FUND BUDGET SUMMARY

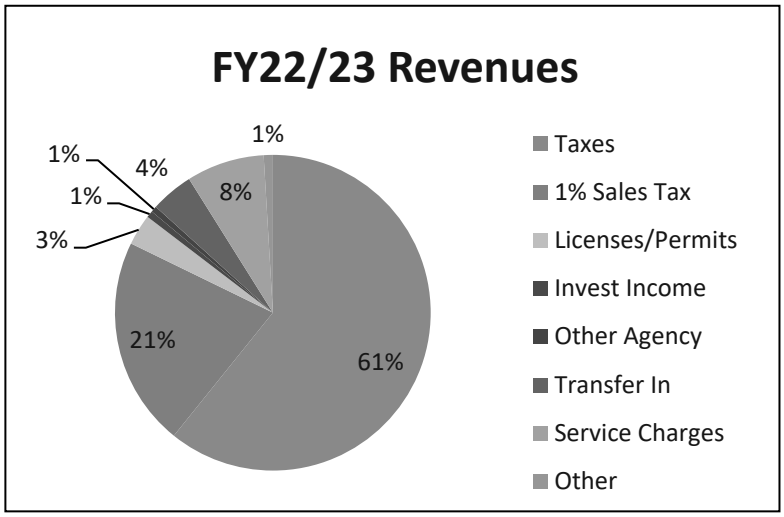
	2020-21 Revised	2021-22 Proposed	2022-23 Proposed
Beginning Balance, July 1	**$23,959,863**	**$23,959,863**	**$23,959,863**
Revenue Source:			
Taxes	47,551,055	49,505,731	51,537,432
1% Sales Tax	16,868,050	17,462,011	18,177,089
Taxes – Measure C	88,417	0	0
Licenses & Permits	2,512,006	2,582,000	2,682,000
Fines & Penalties	100,100	135,100	135,100
Investment Income & Rentals	575,000	580,000	585,000
Revenue from Other Agencies	931,727	517,000	517,000
Current Service Charges	4,691,815	5,153,687	6,770,131
Other Revenue	2,498,648	741,200	647,775
Transfers In	3,876,982	3,633,722	3,727,796
Total Revenue	**79,693,800**	**80,310,451**	**84,779,323**
Expenditures:			
Legislative & Administrative	5,767,954	5,702,169	6,020,080
Finance	1,597,908	1,741,000	1,805,200
Nondepartmental	4,504,718	2,490,393	3,045,236
Public Works	11,085,683	11,107,256	10,931,907
Police Services	47,393,863	51,206,556	52,973,574
Police Services-Measure C	88,417	0	0
Police Services-Animal Support	1,720,508	1,864,568	1,955,961
Recreation/Community Svs.	3,758,868	3,215,879	3,568,801
Community Development	5,092,508	6,372,698	6,003,420
Total Expenditures	**81,010,427**	**83,700,519**	**86,304,179**
Budget Stabilization Transfer Out	**1,316,627**	**3,390,068**	**1,524,856**
Surplus/(Deficit)	**0**	**0**	**0**
Ending Balance, June 30	**$23,959,863**	**$23,959,863**	**$23,959,863**
Committed-Comp. Absences	153,654	150,000	150,000
Committed-Litigation Reserve	500,000	500,000	500,000
Committed-Comm. Dev. Fees	635,702	845,953	1,065,953
Unassigned Fund Balance	**$22,670,507**	**$22,463,910**	**$22,243,910**
Percentage of Revenue	**28.45%**	**27.97%**	**26.24%**

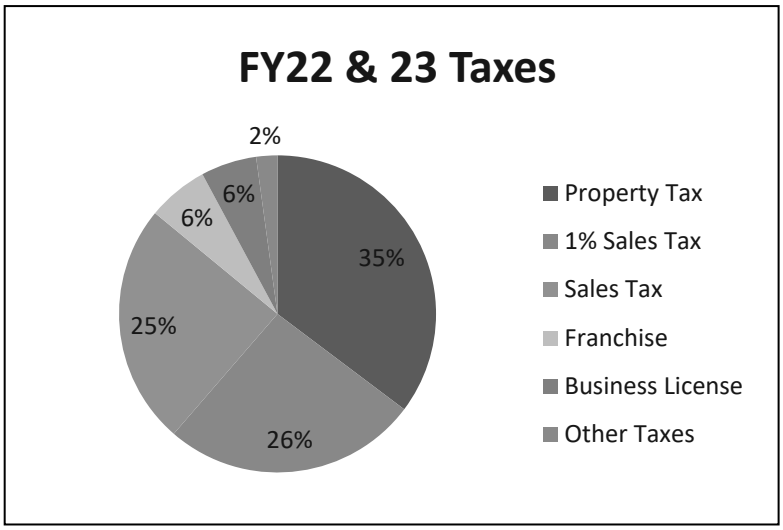
Each fiscal year is balanced, meaning revenues equal expenditures, utilizing the Budget Stabilization Fund. The reserve policy is met, achieving over a 20% unassigned fund balance each fiscal year. A discussion of revenues and expenditures follows.

Revenues

The major categories of revenues are broken out in the pie charts below showing where the City's General Fund money comes from. A majority of revenues are generated from taxes, 84% in FY22 and 82% in FY23.







The proposed budget includes the following revenue assumptions:

- FY22 and FY23 project a 6% property tax increase each fiscal year based on current development projects in the pipeline.
- 3.92% increase in sales tax in FY22 and 3.75% in FY23 based on projections from the City's sales tax consultant. Sales tax continues to be strong due to the mix of the City's tax base. The State implementation of the Wayfair decision in late 2019 requiring sales tax to be paid by remote sellers has also boosted the City's sales tax numbers by approximately $300,000 annually.
- Cannabis fee revenue of $1,750,000 in FY22 and $2,000,000 in FY23.
- FY23 includes a payment from AMCAL for upfront police CFD fees in the amount of $1,281,345.

1% Sales Tax Allocation

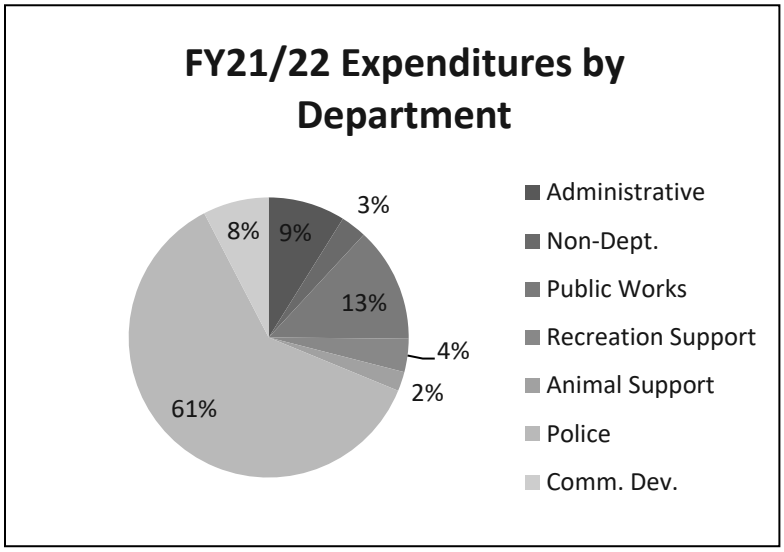
Measure W was passed by Antioch voters in November 2018 and became effective April 1, 2019. It is referred to as 1% Sales Tax in the budget. The tax is a general-purpose tax, meaning that it can be used for any lawful purpose of the City. During the FY2019-21 budget process, City Council determined how the funds would be allocated. For this draft budget, the allocations for FY22 and FY23 mirror what was approved prior, however, City Council has the discretion to change the allocation of these funds. Doing so does not "de-fund" or reduce funding for a category, it simply shifts the funding source for a category from 1% sales tax to a different general revenue source of the City such as property tax or regular sales tax.

	1% Sales Tax FY21	1% Sales Tax FY22	1% Sales Tax FY23
Budgeted Funds	**$16,868,050**	**$17,462,011**	**$18,177,089**
Allocation:			
Police (a)	12,037,564	12,925,265	13,099,037
Code Enforcement Staffing (b)	1,659,920	1,553,704	1,638,232
Recreation – Programs (c)	1,698,572	1,916,566	1,822,622
Recreation – Youth Network (d)	700,000	-	456,887
Community Development staffing (e)	144,765	180,485	202,310
Public Works staffing (f)	122,642	604,567	654,341
Public Works – Median work	100,000	-	-
Human Resources Staffing (g)	138,954	151,355	162,771
Finance Staffing (h)	121,630	130,069	140,889
City Hall Modfications	144,003	-	-
Total Allocation	**$16,868,050**	**$17,462,011**	**$18,177,089**

(a) The allocation to the Police Department is calculated based on remaining funds after other allocations are made.
(b) Code Enforcement staffing: 1 Code Enforcement Manager, 4-person Abatement Team, 2 Community Dev Technicians, 6 Code Enforcement Officers. In FY23, the Abatement Team is included in the Public Works staffing allocation.
(c) Recreation allocation calculated in each year as the total amount of the General Fund transfer increase over FY19 which includes the $350,000 (in FY20) and $700,000 additional funding provided in FY21 budget year for additional programs and/or services.

(d) Recreation – Youth Network: Council allocated a total of $1,050,000 for the youth network and additional programming in the FY2019-21 budget as follows: $350K in FY20 and $700K in FY21. The $350K from FY20, and an additional $500K from FY21 is being held in the Recreation Fund reserves to be spent in FY's 22 & 23. FY23 includes an additional allocation of 1% tax in the amount of $456,887.
(e) Community Development staffing: 1 Planner.
(f) Public Works staffing: 25% of Senior Civil Engineer, 50% of a Landscape Maintenance Worker, 1 Facility Maintenance Worker and in FY23 a 4-person Abatement Team
(g) Human Resources staffing: 1 Human Resources Technician.
(h) Finance staffing: 1 Accountant.

Expenditures



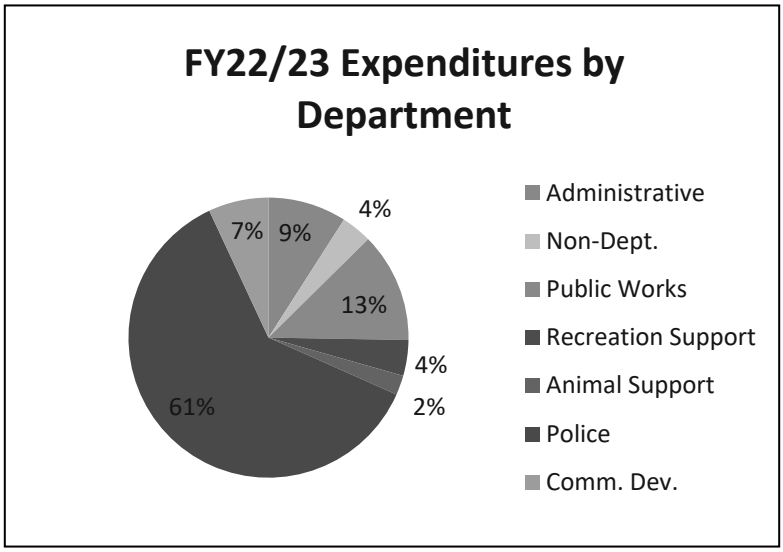
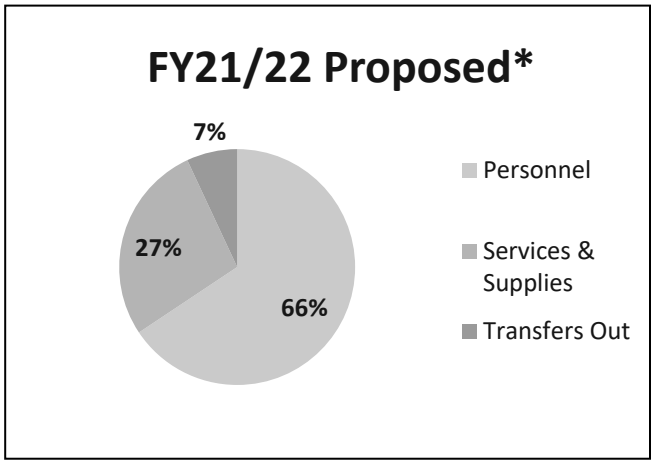
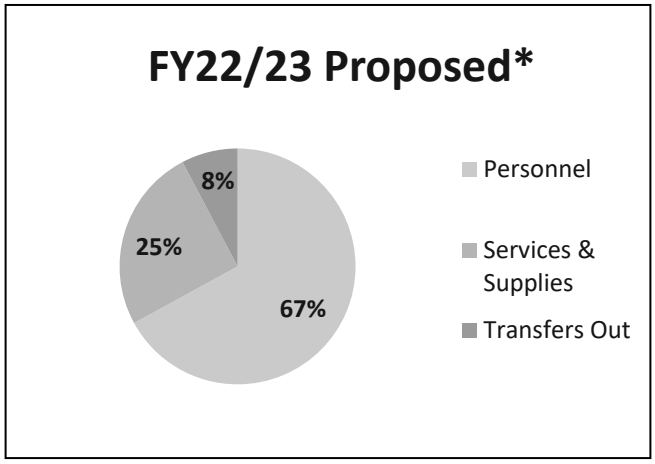


CHART B
GENERAL FUND BUDGET BY EXPENDITURE CATEGORY

	June 30, 2021 Revised	June 30, 2022 Proposed	% Change	June 30, 2023 Proposed	% Change
Expenditures:					
Personnel	$53,783,690	$56,864,929	5.7%	$59,806,614	5.2%
Services & Supplies	22,723,319	23,815,665	4.8%	22,611,322	(5.1%)
Transfers Out	7,508,669	6,025,176	(19.8%)	6,891,494	14.4%
Internal Services	(3,005,251)	(3,005,251)	0%	(3,005,251)	0%
Total Expenditures	**$81,010,427**	**$83,700,519**	**3.3%**	**$86,304,179**	**3.1%**





*Excludes internal services

Personnel costs increase in in FY22 and FY23 due to: the addition of the Lead Police Records Technician and Police Records Technician approved by Council on March 9, 2021; an assumed 2% cost of living increase for non-APOA employees and 2.5% for APOA employees; step increases for eligible employees; increased pension and other benefit contribution costs that occur each year.

Services & Supplies variances are explained in Attachment A draft budget worksheets.

Transfers out decrease in FY22 as FY21 includes transfers out to the Capital Improvement Fund for CIP projects. FY23 increases due to increases in the subsidies to Recreation and Animal Services and the addition of a $400,000 subsidy to the Marina Fund which did not occur in prior years.

Internal Services represent the costs allocated to other funds as determined by the City's 2020 update to the Cost Allocation Plan. The amount remains the same as of this report but will be re-evaluated in 2022.

POSITION REQUESTS

Several additional positions are being requested by departments. Only those that have a direct or indirect financial impact on the General Fund are included in this report for consideration. Positions that impact other funds will be discussed in future budget study sessions.

City Attorney

1. Assistant or Deputy City Attorney. This position is needed to efficiently and timely handle increasing legal demands, including but not limited, to contract review, litigation, ordinance revisions, legal research and overseeing outside legal counsel. An Assistant City Attorney position does not currently exist in our class specification schedule and would need to be created. The total salary and benefits cost would be in between the range of the City Attorney and Deputy City Attorney and the cost range (Step A to E) is estimated to be $272,998 to $324,893. The position would also require an initial outlay of approximately $5,000 for computer and other start up supplies.

Human Resources

1. Administrative Assistant I. This position will be responsible for filing of all onboarding and change paperwork, receiving and distributing mail, answering the phone and helping citizens, entering accounts payable invoices, ordering and maintaining supplies, and conversion of files into electronic format. With the increased volume of recruitments and staffing over the last several years, this position is critical to aid in completing processes timely, efficiently and correctly by all required deadlines for not only mandated trainings but insurance purposes. The estimated salary and benefits cost range is $103,077 to $119,173 with an additional outlay of approximately $5,000 for computer and other start up supplies.

Finance

1. Finance Analyst. This position would be able to provide high level payroll, budget and accounting support to meet increasing demands of new laws and regulations, and technical support of our payroll database. There is currently only one Payroll Specialist position and an Accounting Technician that splits duties to provides payroll support. With the growth in our employees over the last two years, the volume of payroll to process and maintain is becoming increasingly difficult for 1 and ½ positions. The Deputy Finance Director has to act in a payroll capacity many times and also maintains the payroll system as the Specialist doesn't have the time. Having an analyst would provide another level of support with system maintenance (to have dual layer support along with the Deputy), as well as being assigned higher level accounting and budgeting duties. This position does not currently exist in our class specification schedule and would need to be created. The estimated salary and benefits cost is $163,877 with an additional outlay of approximately $5,000 for computer and other start up supplies.

Community Development

1. Community Development Technician. Currently there is only one existing Technician that provides public counter service for permit intake, permit issuance, public inquiries, permit reporting and administrative tasks. The number of permit

applications and complexity has increased significantly, with a 45% increase in permit revenue over prior year. Contract staffing is supplementing help in this area due to the volume and has to be terminated by December 31, 2021 per agreement with the OE3 Bargaining Unit. The estimated salary and benefits cost is $161,704, with an additional $2,000 needed in the first year for startup supplies for the position.

Public Works

1. General Laborer. There is no full-time Laborer assigned to the Downtown Street Light & Landscape District, only two part-time positions. Having a full-time position in addition to the existing part-time help would provide additional landscape work including enhancements, trimming, irrigation repairs, clean up and assistance with addressing vandalism. This position would be funded 66% from the General Fund, 16.7% from the Water Enterprise Fund and 16.7% from the Sewer Enterprise Fund at a total estimated salary and benefits cost of $95,385 with a General Fund share of $62,953 of this cost.

2. GIS Technician. There has been a steady increase in GIS services the past three fiscal years due to increased demand from City departments. The City is doing more with technology services with sprawling land development and there is a need to provide more data for land development; developing ESRI Field applications for collector, Survey123 and Reporting dashboards for landscape, streetlights, etc; assisting with PD emergency response and crime data development. While the position would reside in the Information Services Internal Service Fund, GIS division, the position would actually be allocated to the General Fund as it would support the Police, Community Development, Economic Development and Recreation departments. The estimated salary and benefits cost is $128,155.

3. Fleet Service Technician. On several occasions staff in the fleet services division have been asked to work overtime to make sure fleet maintenance and repair stays on schedule or handles priority work that comes in. Some jobs must be outsourced as there is not capacity within existing staff. This position would be performing full mechanic duties and heavy repairs and increase workload capacity. If the position were approved, it would provide a $56,000 savings in outside repair services in the Vehicle Maintenance Fund. The estimated salary and benefits cost of this position is $110,988, offset by $56,000 in outside repair services savings, for a net cost of $54,988. While this position would reside in the Vehicle Maintenance Internal Service Fund, 68.16% of this fund is allocated to the General Fund and therefore would impact the General Fund in the amount of $37,480.

4. Administrative Assistant I/II. There has been a steady increase in administrative duties with the Capital Improvements and Engineering divisions over the past two fiscal years due to increasing projects in the City. This position would assist with review of projects specifications and jobs out to bid; maintaining accurate and up-to-date files and records; assisting with contract preparation, coordination and review; assisting with letters to residents; distributing mail; assisting with staff reports; assisting with invoice processing as well as various other administrative

duties. The cost range of a I level Step A to a II level Step E is $97,161 to $120,985.

Recreation

1. Recreation Coordinator. While this position would reside in the Recreation Special Revenue Fund, it would result in an increase in the General Fund subsidy to the Recreation Fund for the cost of the position. This would be funded starting in FY23 as the Youth Services Network programming expands and it will need additional support. The estimated salary and benefits cost is $118,368 with an additional $5,000 in computer and other start up supplies.

The next table is a summary of the positions with their costs. The FY22 costs are pro-rated to account for the hiring timeline and list the startup costs needed.

SUMMARY OF GENERAL FUND POSITION REQUESTS

Department/ Position Request	FY21/22 General Fund Amount	FY22/23 General Fund Amount
Community Development		
Community Development Technician	121,540	167,253
1st year start-up cost	2,000	-
Total Community Dev.	**$ 123,540**	**$ 167,253**
Finance		
Finance Analyst	122,908	176,981
1st year start-up cost	5,000	-
Total Police	**$ 127,908**	**$ 176,981**
Public Works		
General Laborer	$ 47,215	$ 69,947
Administrative Assistant I	72,871	104,068
Fleet Service Technician	18,567	43,076
GIS Technician	96,116	137,554
Total Public Works	**$ 234,769**	**$ 354,645**
Recreation		
Recreation Coordinator	$ -	$ 118,368
1st year start-up cost	-	5,000
Total Recreation	**$ -**	**$ 123,368**
City Attorney		
Assistant City Attorney	204,749	305,672
1st year start-up cost	5,000	-
	$ 209,749	**$ 305,672**
Human Resources		
Adminstrative Assistant	$ 77,308	$ 110,479
1st year start-up cost	5,000	-
Total Human Resources	**$ 82,308**	**$ 110,479**
Total of All Positions	**$ 778,274**	**$ 1,238,398**

As outlined above, the FY22 impact to the General Fund of all positions is $778,274 with a $1,238,398 impact in FY23. Council direction is requested on each position to include or exclude from the proposed General Fund budget. These positions will increase General Fund expenditures and reduce reserves, requiring an increase in Budget

Stabilization Funds in each fiscal year to balance the budget unless costs are reduced from other expense categories.

NEXT STEPS

Budget sheets by each department and then division are included in Attachment A for review, discussion and feedback from the City Council. The next budget study session will be April 13, 2021 at 5:30 p.m. to continue the fiscal year 2021-22 budget development.

ATTACHMENTS

A. Draft Budget Sheets by Department

B. General Fund Projections

Budget Study Session

Attachment A

March 23, 2021

DEFINITIONS/EXPLANATIONS OF EXPENSE CATEGORIES USED:

PERSONNEL: All salary and benefit cost associated with full and part-time employees of the City, including projected overtime and standby costs.

MATERIALS & SUPPLIES: Office and operating supplies (pens, paper, etc); postage; copier charges; printing costs; chemicals; pipes & fittings; fuel; paving and building materials and other miscellaneous operating supplies and costs.

SAFETY MATERIALS: Ammunition, bullet proof vests, helmets, uniforms, AED's, body cameras and other protective equipment for police.

CONTRACTS: Contracts for professional services such as legal services, landscape services, design services, software maintenance, repairs, outside staffing (plan review, etc.), County lab testing, etc.

COMPUTER/PHONE MAINTENANCE & REPLACEMENT: The Information Services Department is responsible for Citywide computer and phone maintenance and replacement of devices and is accounted for in an Internal Service Fund of the City. Departments are charged/allocated a share of the cost of maintaining the Information Services Department as well as a charge to put aside money in the Information Services Internal Service Fund for future replacement of devices.

VEHICLE MAINTENANCE & REPLACEMENT: The City's Vehicle/Fleet Division is responsible for Citywide vehicle maintenance and replacement of vehicles and is accounted for in an Internal Service Fund of the City. Departments are charged/allocated a share of cost of maintaining the Vehicle/Fleet Division as well as a charge to put aside money in the Vehicle Replacement Internal Service Fund for future replacement of vehicles.

PARTS & SERVICE – VANDALISM & ACCIDENTS: The cost of repair parts and related services for damage to City owned property as a result of vandalism or accidents.

BUSINESS EXPENSE: Expenses related to costs of training, conferences, membership dues to organizations, long distance phone charges, recruitment, etc.

UTILITIES: Electricity and gas charges.

FURNITURE & EQUIPMENT: Includes office furniture, computer/software purchases, vehicle purchases and other equipment needs.

INTERNAL SERVICES: As determined by the City's Cost Allocation Plan last updated in 2020, this is the cost of General Fund services provided to other departments. The amount is allocated to funds other than the General Fund and shown as a "positive" Internal Services expense in those funds and as a "negative" Internal Services expense in the General Fund departments that are being allocated.

LEGISLATIVE AND ADMINISTRATIVE SUMMARY

LEGISLATIVE AND ADMINISTRATIVE SUMMARY									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
SOURCE OF FUNDS:									
1% Sales Tax	0	0	53,430	138,954	138,954	151,355	9%	162,771	
Billings to Departments	231,877	221,864	250,218	262,846	257,115	265,287	3%	274,286	3%
Charges for Services	0	14,450	5,651	0	0	0	0%	0	0%
Miscellaneous Revenue	1,804	4,854	1,187	500	16,614	500	-97%	500	0%
TOTAL SOURCE OF FUNDS	**233,681**	**241,168**	**310,486**	**402,300**	**412,683**	**417,142**	**1%**	**437,557**	**3%**
USE OF FUNDS:									
Personnel	1,940,514	2,284,687	2,741,787	3,827,110	3,506,314	3,994,511	14%	4,152,224	4%
Services & Supplies	1,309,116	1,731,369	1,821,673	3,179,354	3,288,280	2,734,298	-17%	2,894,496	6%
Internal Services	(2,291,914)	(871,686)	(859,388)	(1,026,640)	(1,026,640)	(1,026,640)	0%	(1,026,640)	0%
TOTAL USE OF FUNDS	**957,716**	**3,144,370**	**3,704,072**	**5,979,824**	**5,767,954**	**5,702,169**	**-1%**	**6,020,080**	**6%**

Authorized & Funded FTE's:	**Funded 2020-21**	**Funded 2021-22**	**Funded 2022-23**
City Council	5.00	5.00	5.00
City Attorney	2.00	2.00	2.00
City Manager	4.00	4.00	4.00
City Clerk	3.00	3.00	3.00
City Treasurer	1.15	1.15	1.15
Human Resources	5.00	5.00	5.00
Economic Development	2.00	2.00	2.00
Total Funded FTE's	22.15	22.15	22.15

CITY COUNCIL (100-1110) - The City Council acts on all legislative matters concerning the City. As the City policy-making and legislative body, the City Council is responsible to more than 100,000 residents of Antioch for approving all programs and services provided in the City. They approve and adopt all ordinances, resolutions, contracts and other matters regarding overall policy decisions and leadership. The Council appoints the City Manager and the City Attorney, as well as various commissions, boards and other citizen advisory committees.

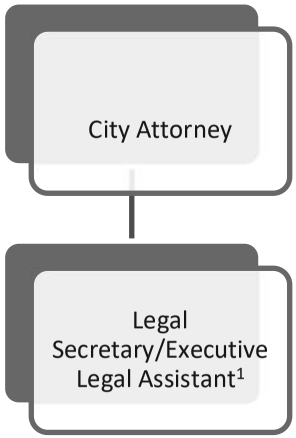
In reaching policy decisions, the City Council reviews proposals designed to meet community needs and sustain desired service levels; initiates new programs to upgrade existing City services; determines the ability of the City to provide financing for all municipal activities; and adopts the City budget following review and modification of a proposed budget, as submitted by the City Manager. In addition to holding regular and special Council meetings, the members of the City Council also function as directors of the City of Antioch as Successor Agency to the Antioch Development Agency and the Antioch Public Financing Authority.

City Council (100-1110)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Personnel	128,522	130,074	128,607	151,403	146,549	170,896	17%[1]	173,805	2%
Supplies	513	1,183	100	2,000	2,000	2,000	0%	2,000	0%
Contracts	0	25,937	0	0	0	0	0%	0	0%
Computer/Phone Maint. & Replace	4,725	20,308	20,308	17,680	17,680	17,680	0%	17,680	0%
Business Expense	16,579	22,754	19,136	29,370	29,335	32,600	11%	33,880	4%
Internal Services	(133,107)	(121,525)	(120,563)	(173,955)	(173,955)	(173,955)	0%	(173,955)	0%
Total Use of Funds	**17,232**	**78,731**	**47,588**	**26,498**	**21,609**	**49,221**	**128%**	**53,410**	**9%**
Elected Officials	5.00	5.00	5.00	5.00	5.00	5.00		5.00	

[1]VARIANCE: Elected official salary increase effective 1/1/21 only effective for half of FY21 and full year in FY22.

CITY ATTORNEY



# of Funded Positions	# of Filled Positions	# of Vacant Positions
2.00	2.00	0.00

[1]Position will be promoted to Executive Legal Assistant in FY22

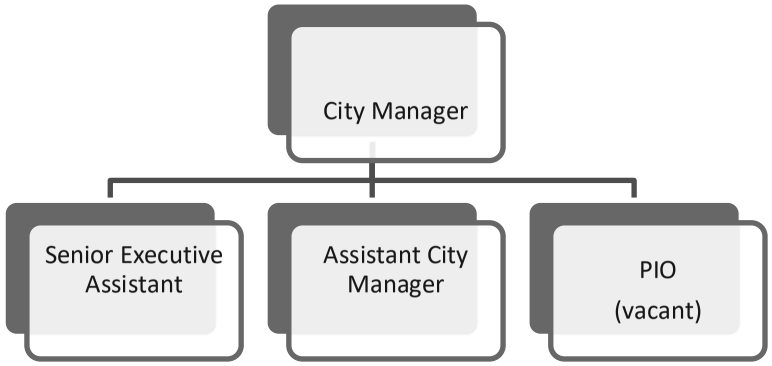
CITY ATTORNEY (100-1120) – The City Attorney's Office is responsible for providing and supervising all legal services for the City and the City of Antioch serving as Successor Agency and Housing Successor to the Antioch Development Agency. The Office provides advice to Council, Commissions and staff on the Brown Act, Public Records Acts, conflicts of interests, public contracting, land use, environmental laws, employment and other matters, and other matters; prepares or reviews ordinances, contracts, leases and similar legal documents; is responsible for land acquisition; oversees claims management and litigation matters.

City Attorney (100-1120)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Legal Fees	0	14,450	5,651	0	0	0	0%	0	0%
Other	35	46	56	0	0	0	0%	0	0%
Total Source of Funds	**35**	**14,496**	**5,707**	**0**	**0**	**0**	**0%**	**0**	**0%**
Use of Funds:									
Personnel	109,913	229,236	473,424	513,147	502,175	554,310	10%	570,314	3%
Supplies	4,131	6,545	6,919	5,637	6,730	6,405	-5%	6,605	3%
Contracts/Outside Legal	565,993	521,670	376,296	350,635	701,500	861,000	23%[1]	861,000	0%
Computer/Phone Maint. & Replace	8,048	19,387	19,587	16,938	16,938	17,938	6%	17,938	0%
Business Expense	831	3,691	7,305	8,100	4,600	6,100	33%	8,100	33%
Internal Services	(534,131)	(263,745)	(219,744)	(275,101)	(275,101)	(275,101)	0%	(275,101)	0%
Total Use of Funds	**154,785**	**516,784**	**663,787**	**619,356**	**956,842**	**1,170,652**	**22%**	**1,188,856**	**2%**
Funded FTE's	2.00	2.00	2.00	2.00	2.00	2.00		2.00	

[1]VARIANCE: Legal costs previously budgeted in Police Department budget moving to City Attorney beginning in FY22.

CITY MANAGER



# of Funded Positions	# of Filled Positions	# of Vacant Positions
4.00	3.00	1.00[1]

[1]Position currently filled with outside contract

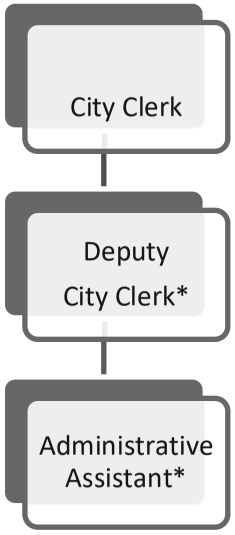
CITY MANAGER (100-1130) - The City Manager serves as the administrative head of the City government under the direction of the City Council and is responsible for carrying out the policies and directives of the City Council. The City Manager provides leadership to the City's executive managers and the organization as a whole in meeting the needs of the community and coordinating the provision of a wide range of municipal services. The City Manager also provides administrative policy direction for fiscal planning; intergovernmental relations in responding to state, federal and regional issues with local impacts; and for communications - both internal and with the community at large. The City Manager and staff attend all Council meetings, advising the Council on matters under consideration and makes Council policy recommendations as appropriate.

City Manager (100-1130)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Personnel	758,004	574,529	691,889	1,395,259	1,092,594	1,413,075	29%	1,482,311	5%
Supplies	4,686	5,265	4,247	6,800	6,800	9,200	35%	9,200	0%
Contracts	47,016	77,456	143,808	206,934	206,934	200,000	-3%	200,000	0%
Homeless Services	-	-	20,196	531,147	531,147	0	-100%[1]	0	0%
Computer/Phone Maint. & Replace	35,871	33,405	33,405	29,301	29,301	29,301	0%	29,301	0%
Business Expense	20,614	60,381	31,285	83,250	83,250	88,250	6%	88,250	0%
Internal Services	(807,314)	(208,165)	(190,930)	(263,586)	(263,586)	(263,586)	0%	(263,586)	0%
Total Use of Funds	**58,877**	**542,871**	**733,900**	**1,989,105**	**1,686,440**	**1,476,240**	**-12%**	**1,545,476**	**5%**
Funded FTE's	3.00	3.00	3.00	4.00	4.00	4.00		4.00	

[1]VARIANCE: Funds were allocated from one-time revenues for services and an additional $150K allocated by Council in November 2019. $65,980 for homeless services is included in the Personnel category in FY21 for funding of the hourly Unhoused Resident Coordinator approved by City Council. No funding is included in FY22 or FY23 as City Council has not adopted a formal strategy for services.

CITY CLERK



# of Funded Positions	# of Filled Positions	# of Vacant Positions
3.00	3.00	0.00

***Positions report to Administrative Services Director**

CITY CLERK (100-1140) - The position of City Clerk is elected to a four-year term and operates under statutory provision of the California Government Code, the Elections Code, and City ordinances and policies. The Clerk's Office is staffed with one full-time Deputy City Clerk and one full-time Administrative Assistant.

Duties of the City Clerk's Office include: keeping records of the official actions of the City Council, City acting as Successor Agency to the Antioch Development Agency, Antioch Public Financing Authority and the Board of Administrative Appeals; preparing agendas for both Regular and Special City Council, Board of Administrative Appeals and the Sales Tax Citizens' Oversight Committee Meetings, minutes and public hearing notices; conducting municipal elections as the Elections Officer, serving as filing officer for the implementation of the Political Reform Act; accepting claims and legal actions against the City; maintaining the Municipal Code; maintaining registration/ownership certificates for City vehicles; attesting City documents including resolutions, ordinances and agreements; conducting bid openings; receiving California Public records Act requests and ensuring a timely response; serving as the Secretary to the Board of Administrative Appeals and the Sales Tax Citizens' Oversight Committee; and interacting with the City Council, City staff, and the general public on all related matters.

City Clerk (100-1140)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Other	1,769	4,808	557	500	15,448	500	-97%[1]	500	0%
Total Source of Funds	**1,769**	**4,808**	**557**	**500**	**15,448**	**500**	**0%**	**500**	**0%**
Use of Funds:									
Personnel	142,314	153,291	160,828	255,663	262,968	294,984	12%	307,016	4%
Supplies	17,425	15,560	14,799	23,630	26,600	26,976	1%	26,976	0%
Elections	0	88,571	2,709	208,725	208,725	100,000	-52%	124,908	25%
Contracts	32,981	41,470	115,577	152,631	157,631	100,340	-36%	225,340	125%
Computer/Phone Maint. & Replace	11,362	15,609	15,609	13,589	13,589	13,589	0%	13,589	0%
Business Expense	14,965	11,442	13,693	10,520	5,800	14,145	144%	14,145	0%
Internal Services	(199,556)	(28,890)	(27,245)	(27,674)	(27,674)	(27,674)	0%	(27,674)	0%
Total Use of Funds	**19,491**	**297,053**	**295,970**	**637,084**	**647,639**	**522,360**	**-19%**	**684,300**	**31%**
Funded FTE's	2.00	2.00	2.00	3.00	3.00	3.00		3.00	

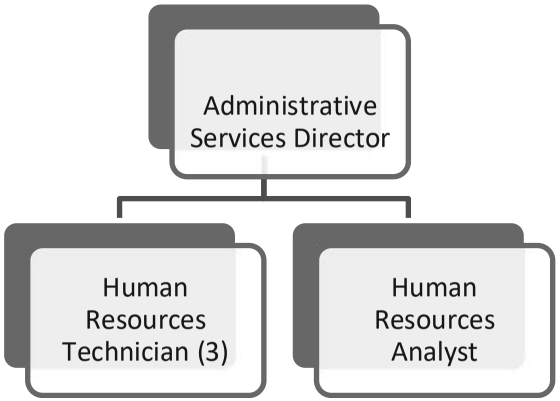
[1]VARIANCE: FY21 includes candidate filing fees.

CITY TREASURER (100-1150) - The City Treasurer is elected to a four-year term of office. The duties of a City Treasurer are to receive and safely keep all money coming into the City; to comply with all laws governing the deposit and securing of public funds and the handling of trust funds in the possession of the City; to pay out money on warrants signed by persons legally designated by the City; and review and update the City's investment policy. The City Treasurer prepares the monthly Investment Report to Council.

City Treasurer (100-1150)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Billings to Departments	231,877	221,864	250,218	262,846	257,115	265,287	3%	274,286	3%
Other	0	0	0	0	1,166	0	-100%	0	0%
Total Source of Funds	**231,877**	**221,864**	**250,218**	**262,846**	**258,281**	**265,287**	**3%**	**274,286**	**3%**
Use of Funds:									
Personnel	51,212	50,907	58,838	62,704	58,790	58,916	0%	60,360	2%
Supplies	3	0	0	25	25	25	0%	25	0%
Investment Svcs/Bank Charges	152,006	166,317	186,685	195,000	194,500	200,880	3%	208,435	4%
Computer/Phone Maint. & Replace	3,874	4,507	4,507	3,856	3,856	3,856	0%	3,856	0%
Business Expense	1	133	188	610	1,110	1,610	45%	1,610	0%
Internal Services	24,781	0	0	0	0	0	0%	0	0%
Total Use of Funds	**231,877**	**221,864**	**250,218**	**262,195**	**258,281**	**265,287**	**3%**	**274,286**	**3%**
Funded FTE's	1.15	1.15	1.15	1.15	1.15	1.15		1.15	

HUMAN RESOURCES



# of Funded Positions	# of Filled Positions	# of Vacant Positions
5.00	5.00	0.00

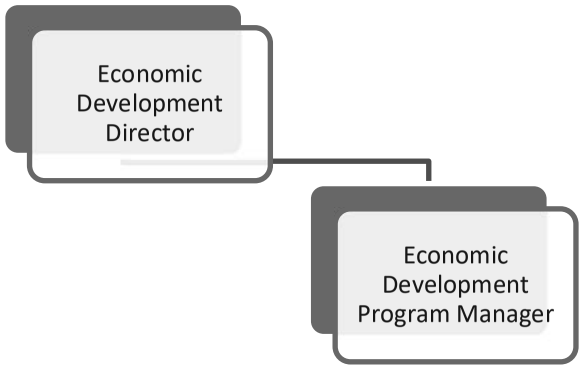
HUMAN RESOURCES (100-1160) - The Human Resources Department is responsible for overseeing the management of personnel services including recruitment, benefit administration, employee relations, labor relations, training, and maintaining the personnel classification system.

Human Resources (100-1160)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	53,430	138,954	138,954	151,355	9%	162,771	8%
Other	0	0	574	0	0	0	0%	0	0%
Total Source of Funds	**0**	**0**	**54,004**	**138,954**	**138,954**	**151,355**	**9%**	**162,771**	**8%**
Use of Funds:									
Personnel	591,034	724,846	780,232	937,959	926,540	966,165	4%	1,003,971	4%
Supplies	8,906	9,588	9,310	9,900	9,800	9,800	0%	9,800	0%
Contracts	76,587	77,780	111,497	194,247	199,275	160,606	-19%[2]	161,061	0%
Computer/Phone Maint. & Replace	17,686	21,203	21,203	22,323	22,323	22,323	0%	22,323	0%
Business Expense	20,930	13,719	10,659	24,400	25,400	23,950	-6%	27,950	17%
Internal Services	(690,108)	(249,361)	(300,906)	(286,324)	(286,324)	(286,324)	0%	(286,324)	0%
Total Use of Funds	**25,035**	**597,775**	**631,995**	**902,505**	**897,014**	**896,520**	**0%**	**938,781**	**5%**
Funded FTE's	4.00	4.00	5.00	5.00	5.00	5.00		5.00	

[1]NOTE: 1% sales tax pays for one Human Resources Technician position.
[2]VARIANCE: FY21 included cost for salary survey.

ECONOMIC DEVELOPMENT



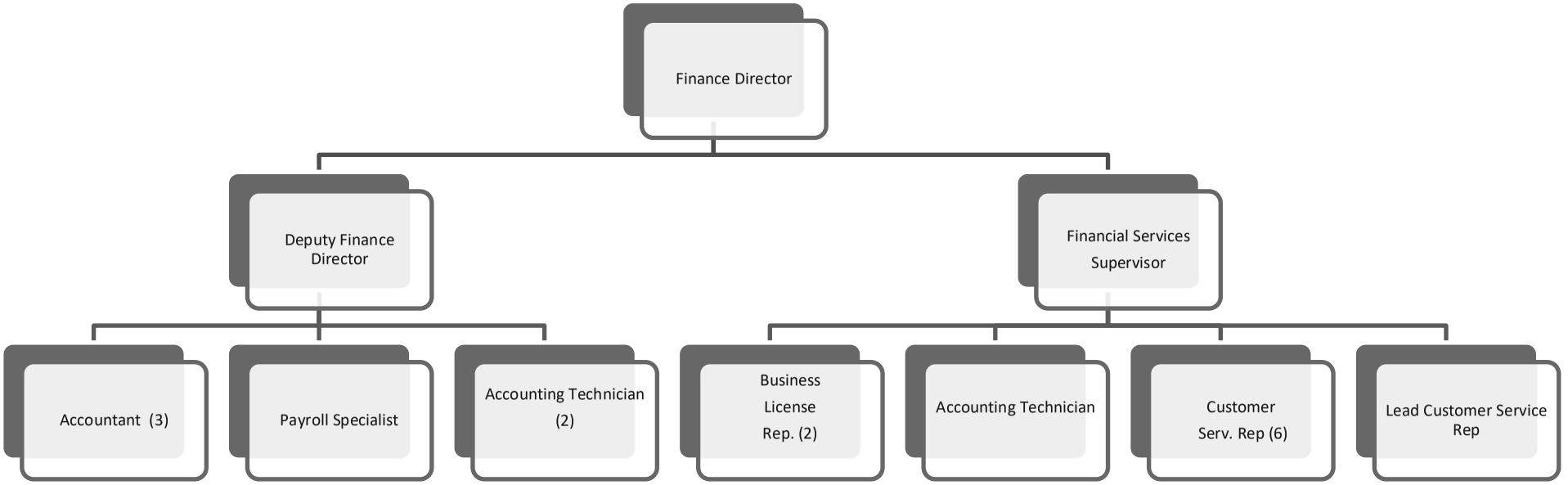
# of Funded Positions	# of Filled Positions	# of Vacant Positions
2.00	2.00	0.00

ECONOMIC DEVELOPMENT (100-1180) - The Economic Development Department improves the local economy by providing programs to attract, retain, expand and assist business in Antioch. Department goals include promoting a positive business environment, expanding the local tax base, creating opportunities for new jobs, retail shops, employment centers and quality dining experiences.

Economic Development (100-1180)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Personnel	159,515	421,804	447,969	510,975	516,698	536,165	4%	554,447	3%
Supplies	1,851	2,230	2,233	7,460	2,950	5,700	93%	5,700	0%
Contracts	178,661	415,156	180,759	238,207	238,207	155,000	-35%	140,000	-10%
Marketing/Programming	32,360	21,504	362,058	673,665	460,000	535,000	16%	535,000	0%
Computer/Phone Maint. & Replace	2,473	6,036	6,136	13,174	13,174	13,574	3%	13,574	0%
Business Expense	27,038	21,562	80,359	94,000	63,500	69,950	10%	79,750	14%
Internal Services	47,521	0	0	0	0	0	0%	0	0%
Total Use of Funds	**449,419**	**888,292**	**1,079,514**	**1,537,481**	**1,294,529**	**1,315,389**	**2%**	**1,328,471**	**1%**
Funded FTE's	2.00	2.00	2.00	2.00	2.00	2.00		2.00	

FINANCE DEPARTMENT



# of Funded Positions	# of Filled Positions	# of Vacant Positions
19.00*	16.00	3.00

*Although 17 actual positions under Finance, some positions split funding as follows:
Finance Director - .80 Gen Fund Finance, .05 Gen Fund City Treasurer, .15 Wtr/Swr
Accountant – 1.90 Gen Fund Finance, .10 Gen Fund City Treasurer
Financial Services Supervisor - .15 Gen Fund Finance, .85 Wtr/Swr
Customer Service Rep. - .50 Gen Fund Finance, 4.5 Wtr/Swr
Accounting Technician - .50 Wtr, .50 Swr

The Finance Department provides internal support to other City Departments and external support to other government agencies by providing financial information to facilitate their decision making process. The Department administers more than 50 funds in accordance with Generally Accepted Accounting Principles. The Department is also responsible for overseeing the City's compliance with purchasing guidelines.

Along with the City Treasurer, the Finance Department is responsible for the safekeeping, management and accounting of the City's financial assets. The Department also supplies timely and accurate financial reports to elected and appointed officials and to the State. The Finance Department works with the City Manager to ensure that a sound program of fiscal control is undertaken with respect to developing and implementing the two-year budget. The following divisions are in the Finance Department: Administration, Accounting, and Operations.

FINANCE SUMMARY

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
SOURCE OF FUNDS:									
1% Sales Tax	0	0	4,335	144,870	121,630	130,069	7%	140,889	8%
Billings to Departments	26,301	8,269	7,930	6,000	6,000	6,000	0%	6,000	0%
Administrative Services	30,000	27,000	25,000	15,000	5,000	0	-100%	0	0%
Other	917	1,656	2,335	1,800	4,567	2,000	-56%	2,000	0%
TOTAL SOURCE OF FUNDS	**57,218**	**36,925**	**39,600**	**167,670**	**137,197**	**138,069**	**1%**	**148,889**	**8%**
USE OF FUNDS:									
Personnel	1,212,162	1,385,724	1,462,842	1,765,104	1,675,655	1,740,568	4%	1,814,439	4%
Services & Supplies	549,235	509,008	471,284	636,857	502,025	580,204	16%	570,533	-2%
Internal Services	(1,721,640)	(520,751)	(595,469)	(579,772)	(579,772)	(579,772)	0%	(579,772)	0%
TOTAL USE OF FUNDS	**39,757**	**1,373,981**	**1,338,657**	**1,822,189**	**1,597,908**	**1,741,000**	**9%**	**1,805,200**	**4%**

Funded FTE's:	Funded 2020-21	Funded 2021-22	Funded 2022-23
Finance Administration	0.80	0.80	0.80
Finance Accounting	6.90	6.90	6.90
Finance Operations	2.65	2.65	2.65
Total Finance Funded FTE's	10.35	10.35	10.35

Finance Administration (100-1210)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Admin Services Mello Roos	30,000	27,000	25,000	15,000	5,000	0	-100%[1]	0	0%
Other	(183)	300	(109)	0	0	0	0%	0	0%
Total Source of Funds	**29,817**	**27,300**	**24,891**	**15,000**	**5,000**	**0**	**-100%**	**0**	**0%**
Use of Funds:									
Personnel	220,658	233,299	254,385	267,921	265,537	275,769	4%	285,352	3%
Supplies	9,203	15,719	9,657	15,050	15,050	16,050	7%	16,050	0%
Contracts	612	612	0	1,000	5,493	5,658	3%	5,828	3%
Computer/Phone Maint. & Replace	126,951	7,094	7,594	10,734	10,734	11,234	5%	11,234	0%
Business Expense	952	1,564	1,244	2,100	2,100	2,100	0%	2,100	0%
Internal Services	(353,956)	(32,825)	(31,893)	(30,372)	(30,372)	(30,372)	0%	(30,372)	0%
Total Use of Funds	**4,420**	**225,463**	**240,987**	**266,433**	**268,542**	**280,439**	**4%**	**290,192**	**3%**
Funded FTE's	0.80	0.80	0.80	0.80	0.80	0.80		0.80	

[1]VARIANCE: Wind down of Mello Roos complete FY21

Finance Accounting (100-1220)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	4,335	144,870	121,630	130,069	7%	140,889	8%
Other	56	20	0	0	0	0	0%	0	0%
Total Source of Funds	**56**	**20**	**4,335**	**144,870**	**121,630**	**130,069**	**7%**	**140,889**	**8%**
Use of Funds:									
Personnel	803,896	878,702	942,015	1,166,336	1,111,280	1,155,978	4%	1,206,369	4%
Supplies	7,800	13,924	11,153	14,500	14,500	15,000	3%	15,200	1%
Contracts	66,063	89,191	96,667	129,765	78,247	132,978	70%[2]	110,935	-17%
Contracts – Software Maint.	272,248	248,065	218,635	313,700	228,193	239,626	5%	251,628	5%
Computer/Phone Maint. & Replace	8,030	41,732	41,732	47,958	47,958	48,458	1%	48,458	0%
Business Expense	2,735	1,208	3,130	6,200	6,200	6,350	2%	6,350	0%
Furniture & Equipment	0	0	0	0	0	5,000	100%	5,000	0%
Internal Services	(1,144,455)	(452,864)	(527,694)	(524,062)	(524,062)	(524,062)	0%	(524,062)	0%
Total Use of Funds	**16,317**	**819,958**	**785,638**	**1,154,397**	**962,316**	**1,079,328**	**12%**	**1,119,878**	**4%**
Funded FTE's	5.90	5.90	6.90	6.90	6.90	6.90		6.90	

[1]NOTE: Funds one Accountant position

[2]VARIANCE: Anticipated increase in new audit contract in FY22 going out to RFP. FY22 will also include portion of FY21 audit cost.

Finance Operations (100-1230)	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Billings to Departments	26,301	8,269	7,930	6,000	6,000	6,000	0%	6,000	0%
Other	1,044	1,336	2,444	1,800	4,567	2,000	-56%	2,000	0%
Total Source of Funds	**27,345**	**9,605**	**10,374**	**7,800**	**10,567**	**8,000**	**-24%**	**8,000**	**0%**
Use of Funds:									
Personnel	187,608	273,723	266,442	330,847	298,838	308,821	3%	322,718	5%
Supplies	23,186	33,807	31,167	29,700	32,300	31,800	-2%	31,800	0%
Contracts	6,504	9,824	7,419	8,300	8,000	8,000	0%	8,000	0%
Contracts – Software Maint.	11,983	11,995	12,061	27,500	25,000	27,500	10%	27,500	0%
Computer/Phone Maint. & Replace	9,255	28,101	28,101	24,150	24,150	24,350	1%	24,350	0%
Business Expense	3,713	6,172	2,724	6,200	4,100	6,100	49%[1]	6,100	0%
Internal Services	(223,229)	(35,062)	(35,882)	(25,338)	(25,338)	(25,338)	0%	(25,338)	0%
Total Use of Funds	**19,020**	**328,560**	**312,032**	**401,359**	**367,050**	**381,233**	**4%**	**395,130**	**4%**
Funded FTE's	2.65	2.65	2.65	2.65	2.65	2.65		2.65	

[1]VARIANCE: Due to COVID, training opportunities were limited in FY21.

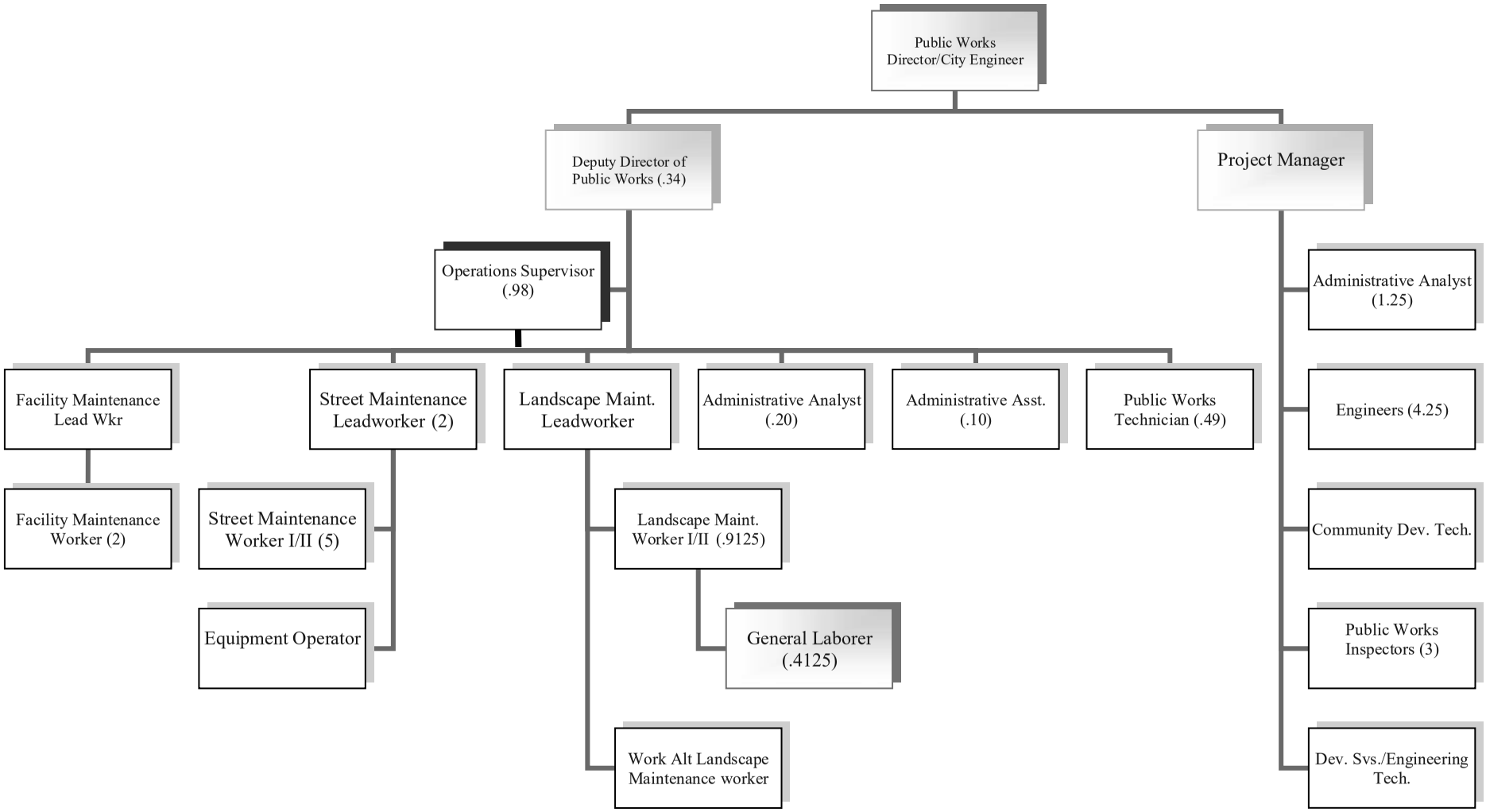
NON-DEPARTMENTAL DEPARTMENT (100-1250) - The Non-Departmental classification is for revenues and expenditures that are not attributed to any one City department or division within the General Fund. Revenue items recognized in Non-Departmental include property taxes, franchise fees, business licenses, sales and use tax and motor-vehicle-in-lieu. Non-Departmental operating expenses include insurance policies and claims, sales tax audits, property tax audits, ABAG and League of California Cities membership dues.

GENERAL FUND NONDEPARTMENTAL (100-1250)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Taxes	40,820,917	43,670,965	45,455,714	45,610,625	46,866,055	48,815,731	4%	50,842,432	4%
1% Sales Tax	0	0	5,997	194,003	144,003	0	-100%[1]	0	0%
Investment Income & Rentals	546,950	1,269,336	1,196,374	575,000	575,000	580,000	1%	585,000	1%
Revenue from other Agencies	140,513	246,331	155,125	530,026	530,133	105,000	-80%[2]	105,000	0%
Charges for Services	271,434	85,016	522,081	1,580,400	1,530,400	1,830,400	20%	2,080,400	14%
Other Revenue	1,117,423	1,023,803	979,203	400,000	1,971,461	400,000	-80%[3]	300,000	-25%[4]
Transfer in – Budget Stabilization	0	0	80,971	5,986,124	1,316,627	3,390,068	157%[9]	1,524,856	-55%[9]
Total Source of Funds	**42,897,237**	**46,295,451**	**48,395,465**	**54,876,178**	**52,933,679**	**55,121,199**	**4%**	**55,437,688**	**1%**
Use of Funds:									
Personnel	12,840	15,040	17,150	20,600	20,600	20,600	0%	20,600	0%
OPEB/Pension Contribution	737,725	145,013	0	385,620	385,620	0	-100%[5]	0	0%
Supplies	2,557	1,731	1,716	2,500	6,000	6,000	0%	6,000	0%
Contracts	789,318	555,766	368,158	828,177	808,177	439,573	-46%[6]	449,552	2%
Insurance & Claims	1,377,217	1,445,360	3,235,520	1,695,666	1,513,407	1,636,492	8%	1,765,566	8%
Library Contribution	115,204	135,673	156,877	150,000	160,000	167,000	0%	175,000	0%
Water – Golf Course	89,471	211,176	249,971	250,000	250,000	250,000	0%	250,000	0%
Water - AUSD	0	0	32,676	20,000	150,000	150,000	0%	150,000	0%
Vehicle Maint/Replacement	5,430	6,050	207,647	10,252	10,252	5,735	-44%	6,522	14%
Business Expense	275,170	679,058	96,937	174,000	174,101	173,000	-1%	176,000	2%
Furniture & Equipment	14,712	127,214	0	0	0	0	0%	0	0%
Transfer Out - CIP	200,000	238,310	505,997	1,384,075	1,384,075	0	-100%[7]	0	0%
Transfer Out – Debt Service	1,543,287	344,777	345,778	345,273	345,222	344,729	0%	348,732	1%
Transfers Out – Marina Subsidy	0	0	0	0	0	0	0%	400,000	100%[8]
Transfer Out – Budget Stabilization	19,443,579	0	5,727,665	0	0	0	0%	0	0%
Internal Services	(2,200,592)	(753,887)	(701,723)	(702,736)	(702,736)	(702,736)	0%	(702,736)	0%
Total Use of Funds	**22,405,918**	**3,151,281**	**10,244,369**	**4,563,427**	**4,504,718**	**2,490,393**	**-45%**	**3,045,236**	**22%**

[1]VARIANCE: FY21 includes allocation of tax towards City Hall modifications project.
[2]VARIANCE: FY21 includes CARES Act monies from State.
[3]VARIANCE: FY21 includes reimbursement from DWR for usable river water days not budgeted for.
[4]VARIANCE: City received $100K per year for 10 years from NRG. FY22 is 10th year of this payment.
[5]VARIANCE: FY21 was OPEB contribution to trust from one-time revenues as directed by City Council.
[6]VARIANCE: FY21 includes $223,335 for the following one time projects: wayfinding master plan, downtown lighting, utility box artwork and murals. There is an additional $50,000 included for sesquentenial celebration planning.
[7]VARIANCE: FY21 transfers for CIP projects.
[8]VARIANCE: General Fund will need to start subsidizing the Marina Enterprise Fund starting in FY23.
[9]VARIANCE: Increased transfer from Budget Stabilization fund needed in FY22 to balance the budget. Amount decreases in FY23 due to one-time upfront payment from AMCAL project for police CFD fees in Police Department revenues.

PUBLIC WORKS – GENERAL FUND OPERATIONS



# of Positions Funded	# of Filled Positions	# of Vacant Positions
27.935*	23.045	4.89
*General Fund positions only. Does not include .14 Warehouse/Stores positions as report to Water Distribution Superintendent		

PUBLIC WORKS (GENERAL FUND) - The General Fund portion of the Public Works Department consists of administration and supervision, street maintenance, facilities maintenance, park maintenance and median and general landscape. Capital Improvement is also under Public Works. The Public Works Department Summary table provides a composite look at the revenues and expenditures of the department that operates within the General Fund.

PUBLIC WORKS SUMMARY

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
SOURCE OF FUNDS:									
1% Sales Tax	0	0	25,644	251,887	222,642	604,567	63%	654,341	8%
Charges for Services	710,371	1,131,973	1,212,853	1,000,500	1,200,500	1,150,500	-4%	1,150,500	0%
Permits	142,766	218,994	237,017	130,000	262,000	232,000	-13%	232,000	0%
Other	202,253	137,772	401,771	149,500	314,678	195,500	-61%	195,500	0%
Transfers In	2,799,264	2,879,015	3,040,755	3,239,079	3,333,024	3,102,129	-7%	3,225,858	4%
TOTAL SOURCE OF FUNDS	**3,854,654**	**4,367,754**	**4,918,040**	**4,770,966**	**5,332,844**	**5,284,696**	**-1%**	**5,458,199**	**3%**
USE OF FUNDS:									
Personnel	2,477,649	2,885,801	3,543,226	4,201,704	4,191,241	4,695,925	11%	4,912,547	5%
Services & Supplies	4,077,663	4,222,530	5,177,212	6,562,244	7,021,217	6,507,434	-8%	6,097,463	-6%
Transfers Out	182,845	191,044	429,246	536,034	569,328	600,000	5%	618,000	3%
Internal Services	400,604	(488,019)	(596,475)	(696,103)	(696,103)	(696,103)	0%	(696,103)	0%
TOTAL USE OF FUNDS	**7,138,761**	**6,811,356**	**8,553,209**	**10,603,879**	**11,085,683**	**11,107,256**	**0%**	**10,931,907**	**-2%**

Funded FTE's	Funded 2020-21	Funded 2021-22		Funded 2022-23	
Maintenance Administration	1.935	1.935		1.935	
Street Maintenance	8.38	8.38		12.38	
Facilities Maintenance	3.485	3.485		3.485	
Parks Maintenance	1.15	1.15		1.15	
Parks Median/General Landscape	1.475	1.475		1.475	
Work Alternative Program	1.15	1.15		1.15	
Engineering and Development Svcs	7.25	7.25		7.25	
Capital Improvement Administration	3.25	3.25		3.25	
Total Public Works Funded FTE's	**28.075**	**28.075**		**32.075**	

Public Works Administration (100-2140)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Personnel	113,028	362,747	557,535	516,474	625,572	559,536	-11%[1]	584,026	4%
Supplies	3,113	4,718	7,304	6,000	6,903	7,050	2%	7,050	0%
Contracts	0	105	69	1,400	1,400	1,000	-29%	1,000	0%
Vehicle Maint/Replace.	0	0	12,672	10,614	10,614	0	-100%[2]	0	0%
Computer/Phone Maint. & Replace	87,099	76,641	77,041	71,299	71,299	71,999	1%	71,999	0%
Business Expense	877	1,076	899	2,600	2,600	4,600	77%	4,600	0%
Internal Services	(168,602)	(335,923)	(372,214)	(502,380)	(502,380)	(502,380)	0%	(502,380)	0%
Total Use of Funds	**35,515**	**109,364**	**283,306**	**106,007**	**216,008**	**141,805**	**-34%**	**166,295**	**17%**
Funded FTE's	1.69	1.69	1.595	1.935	1.935	1.935		1.935	

[1]VARIANCE: FY21 includes part-time help not requested in FY22.
[2]VARIANCE: No share of maintenance or replacement costs required.

Public Works Street Maintenance (100-2160)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	0	57,682	0	391,312	100%[1]	421,812	8%
Revenue from Other Agencies	0	0	3,572	0	0	0	0%	0	0%
Charges for Services	405	0	373	500	500	500	0%	500	0%
Other	0	0	78,855	0	115,612	0	-100%[5]	0	0%
Trans in from Gas Tax Fund	1,010,000	1,010,000	1,010,000	1,010,000	1,010,000	1,010,000	0%	1,010,000	0%
Trans in from St Impact Fund	1,289,440	1,391,708	1,461,505	1,534,580	1,633,525	1,644,559	1%	1,693,896	3%
Total Source of Funds	**2,299,845**	**2,401,708**	**2,554,305**	**2,602,762**	**2,759,637**	**3,046,371**	**10%**	**3,126,208**	**3%**
Use of Funds:									
Personnel	777,580	779,004	853,557	1,316,862	1,196,863	1,609,502	34%[2]	1,697,675	5%
Materials & Supplies	520,796	245,646	345,290	520,249	520,249	391,870	-25%	393,370	0%
Contracts	341,361	213,497	291,841	656,900	656,900	428,000	-35%	428,000	0%
Parts & Serv-Vandalism/Accidents	2,985	2,699	3,041	7,500	7,500	14,000	87%	14,000	0%
Vehicle Maint/Replace.	141,671	162,090	210,477	699,082	699,082	433,134	-38%[3]	326,543	-25%
Computer/Phone Maint. & Replace	10,976	5,636	6,036	5,363	5,363	5,363	0%	5,363	0%
Business Expense	4,114	4,333	3,299	9,300	9,300	9,800	5%	9,800	0%
Furniture & Equipment	15,099	103,485	0	0	0	149,500	100%[4]	15,000	-90%
Internal Services	526,347	0	0	0	0	0	0%	0	0%
Total Use of Funds	**2,340,929**	**1,516,390**	**1,713,541**	**3,215,256**	**3,095,257**	**3,041,169**	**-2%**	**2,889,751**	**-5%**
Funded FTE's	8.00	8.00	8.23	8.38	8.38	12.38		12.38	

[1]NOTE: Funds 4 person abatement team previously accounted for in Code Enforcement.
[2]VARIANCE: 4 person abatement team previously accounted for in Code Enforcement transferred to Public Works.
[3]VARIANCE: Vehicle replacement balances were not sufficient in FY21 requiring additional funding.
[4]VARIANCE: Vehicle purchases.
[5]VARIANCE: FY21 revenue for billings for damage to City property.

Public Works Signal/Street Lights (100-2170)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Other	127,748	80,084	33,742	103,000	103,000	110,000	7%	110,000	0%
Trans in from Traffic Safety Fund	85,000	120,000	85,000	195,000	195,000	100,000	-49%[1]	120,000	20%
Total Source of Funds	**212,748**	**200,084**	**118,742**	**298,000**	**298,000**	**210,000**	**-30%**	**230,000**	**10%**
Use of Funds:									
Contracts	587,308	551,524	691,894	700,000	700,000	710,000	1%	720,000	1%
Computer/Phone Maint. & Replace	0	0	0	0	0	500	100%	500	0%
Parts & Serv-Vandalism/Accidents	72,557	70,376	112,086	80,000	154,000	115,000	-25%	115,000	0%
Utilities	94,209	104,939	108,326	93,500	118,500	134,500	14%[2]	159,500	19%[2]
Internal Services	108,173	0	0	0	0	0	0%	0	0%
Total Use of Funds	**862,247**	**726,839**	**912,306**	**873,500**	**972,500**	**960,000**	**-1%**	**995,000**	**4%**
Funded FTE's	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

[1]VARIANCE: More money was available to transfer in FY21.
[2]VARIANCE: Projected increase in rising energy costs.

Public Works Facilities Maintenance (100-2190)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	0	58,491	29,246	115,974	297%[2]	124,228	7%
Other	0	0	0	0	8,690	0	-100%	0	0%
Transfers In	0	20,000	0	0	0	0	0%	0	0%
Total Source of Funds	**0**	**20,000**	**0**	**58,491**	**37,936**	**115,974**	**206%**	**124,228**	**7%**
Use of Funds:									
Personnel	246,305	303,024	292,226	433,210	415,383	503,673	21%[4]	528,409	5%
Supplies	26,776	43,974	58,311	50,100	58,950	83,950	42%	84,450	1%
Contracts	214,628	285,177	326,246	355,988	698,750	637,900	-9%	522,900	-18%
Parts & Serv-Vandalism/Accidents	20,318	16,125	22,169	22,000	22,000	27,000	23%	32,000	19%
Insurance & Taxes	5,619	6,237	9,077	13,131	12,220	13,718	12%	15,875	16%
Vehicle Maint/Replacement	4,447	4,868	59,634	10,533	10,533	12,772	21%	13,920	9%
Computer/Phone Maint. & Replace	931	929	1,029	1,007	1,007	1,507	50%	1,507	0%
Utilities	143,245	146,300	155,865	165,000	165,000	180,000	9%	190,000	6%
Business Expense	1,665	1,872	1,685	1,950	1,950	3,350	72%	3,400	1%
Furniture & Equipment	34,256	0	65,000	2,000	2,000	20,000	900%[3]	2,000	-90%
Transfers Out	17,845	18,044	18,246	1,534	1,528	0	-100%	0	0%
Internal Services	(666,931)	(152,096)	(224,261)	(193,723)	(193,723)	(193,723)	0%	(193,723)	0%
Total Use of Funds	**49,104**	**674,454**	**785,227**	**862,730**	**1,195,598**	**1,290,147**	**8%**	**1,200,738**	**-7%**
Funded FTE's	2.375	2.375	2.85	2.890	3.485	3.485		3.485	

[1]NOTE: Funds Facility Maintenance Worker.
[2]VARIANCE: FY22 includes whole year of funding for vacant Facility Maintenance Worker position recruitment in process.
[3]VARIANCE: New office and shop equipment needed.
[4]VARIANCE: Vacancy savings in FY21.

Public Works Parks Maintenance (100-2195)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Miscellaneous Revenue	48,355	37,515	205,076	38,500	39,438	38,500	-2%	38,500	0%
Transfer in from SLLMDs	87,469	77,469	182,947	182,947	177,947	61,598	-65%	111,598	81%
Total Source of Funds	**135,824**	**114,984**	**388,023**	**221,447**	**217,385**	**100,098**	**-54%**	**150,098**	**50%**
Use of Funds:									
Personnel	138,743	204,281	247,179	243,615	246,322	248,258	1%	255,288	3%
Supplies	13,482	15,566	6,760	24,903	25,703	17,300	-33%	17,300	0%
Contracts	912,947	1,019,410	1,327,388	1,473,407	1,473,407	1,507,000	2%	1,507,000	0%
Parts & Serv-Vandalism/Accidents	52,295	61,883	61,709	67,150	67,150	67,000	0%	67,000	0%
Computer/Phone Maint. & Replace	200	1,258	1,358	1,315	1,315	2,015	53%	2,015	0%
Taxes	7,373	7,413	9,087	8,172	10,631	11,000	3%	12,000	9%
Utilities	25,472	19,052	19,401	21,435	22,435	22,450	0%	22,450	0%
Furniture & Equipment	0	0	0	0	0	10,000	100%	10,000	0%
Transfer out to SLLMDs	165,000	173,000	411,000	534,500	567,800	600,000	6%	618,000	3%
Internal Services	58,951	0	0	0	0	0	0%	0	0%
Total Use of Funds	**1,374,463**	**1,501,863**	**2,083,882**	**2,374,497**	**2,414,763**	**2,485,023**	**3%**	**2,511,053**	**1%**
Funded FTE's	1.025	1.025	1.00	1.15	1.15	1.15		1.15	

Public Works Park Median/General Landscape Maintenance (100-2196)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	25,644	100,000	157,682	59,916	-62%[1]	65,337	9%
Other	16,013	1,086	29,223	2,000	2,000	2,000	0%	2,000	0%
Trans in from SLLMD's	50,004	50,004	47,505	47,505	47,505	14,494	-69%	14,494	0%
Total Source of Funds	**66,017**	**51,090**	**102,372**	**149,505**	**207,187**	**76,410**	**-63%**	**81,831**	**7%**
Use of Funds:									
Personnel	147,175	139,545	158,433	248,844	236,905	239,701	1%	248,794	4%
Supplies	53,008	67,816	109,232	148,269	148,269	133,950	-10%	134,450	0%
Contracts	312,959	310,986	271,223	629,877	630,877	351,000	-44%	351,000	0%
Parts & Serv-Vandalism/Accidents	8,415	20,036	6,280	94,720	94,720	51,000	-46%	51,000	0%
Computer/Phone Maint. & Replace	200	200	300	300	300	1,000	233%	1,000	0%
Vehicle Maint/Replacement	22,983	25,302	32,551	43,084	43,084	52,005	21%	32,861	-37%
Utilities	23,813	24,217	27,604	25,500	27,600	28,000	1%	29,000	4%
Furniture & Equipment	0	0	0	0	0	15,000	100%[2]	0	-100%
Internal Services	67,698	0	0	0	0	0	0%	0	0%
Total Use of Funds	**636,251**	**588,102**	**605,623**	**1,190,594**	**1,181,755**	**871,656**	**-26%**	**848,105**	**-3%**
Funded FTE's	1.02	1.02	1.325	1.475	1.475	1.475		1.475	

[1]NOTE: Funds a Landscape Worker position and in FY21 funded $100,000 in median improvements.
[2]VARIANCE: Purchase of office furniture.

Public Works Work Alternative Program (100-2198)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Other	0	0	0	0	938	0	-100%	0	0%
Transfer in from NPDES	62,380	64,382	83,708	96,006	96,006	97,966	2%	101,508	4%
Transfer in from SLLMD Admin	14,971	15,452	20,090	23,041	23,041	23,512	2%	24,362	4%
Total Source of Funds	**77,351**	**79,834**	**103,798**	**119,047**	**119,985**	**121,478**	**1%**	**125,870**	**4%**
Use of Funds:									
Personnel	124,760	130,267	169,293	192,012	194,735	196,879	1%	203,964	4%
Supplies	1,456	7,346	2,903	8,750	8,750	8,750	0%	8,750	0%
Insurance	-673	0	0	1,800	1,800	1,800	0%	1,800	0%
Business Expense	713	702	485	750	750	750	0%	750	0%
Total Use of Funds	**126,256**	**138,315**	**172,681**	**203,312**	**206,035**	**208,179**	**1%**	**215,264**	**3%**
Funded FTE's	1.00	1.15	1.15	1.15	1.15	1.15		1.15	

Public Works Engineering and Development (100-5150)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	0	35,714	35,714	37,365	5%	42,964	15%
Permits	142,766	218,994	237,017	130,000	262,000	232,000	-11%	232,000	0%
Charges for Services	709,925	1,131,593	1,212,280	1,000,000	1,200,000	1,150,000	-4%	1,150,000	0%
Other	10,178	19,467	55,075	6,000	45,000	45,000	0%	45,000	0%
Transfers In	200,000	150,000	150,000	150,000	150,000	150,000	0%	150,000	0%
Total Source of Funds	**1,062,869**	**1,520,054**	**1,654,372**	**1,321,714**	**1,692,714**	**1,614,365**	**-5%**	**1,619,964**	**0%**
Use of Funds:									
Personnel	787,357	849,378	1,023,731	962,378	1,006,124	1,007,755	0%	1,048,870	4%
Supplies	20,310	16,458	18,352	25,300	25,310	23,700	-6%	23,700	0%
Contracts	175,162	476,497	559,639	347,000	347,000	512,000	48%	512,000	0%
Computer/Phone Maint. & Replace	47,672	39,829	39,829	58,122	58,122	58,222	0%	58,222	0%
Vehicle Maint/Replacement	7,430	8,408	33,724	10,391	10,391	17,000	64%	17,409	2%
Business Expense	4,225	5,352	7,999	8,800	8,800	12,700	44%	12,700	0%
Furniture & Equipment	0	734	29,778	35,000	35,000	50,000	43%[2]	20,000	-60%
Internal Services	375,248	0	0	0	0	0	0%	0	0%
Total Use of Funds	**1,417,404**	**1,396,656**	**1,713,052**	**1,446,991**	**1,490,747**	**1,681,377**	**13%**	**1,692,901**	**1%**
Funded FTE's	6.25	8.00	7.25	7.25	7.25	7.25		7.25	

[1]NOTE: Funds one Senior Civil Engineer
[2]VARIANCE: Office renovations and re-configurations needed in City Hall basement where staff located.

Capital Improvement Administration (100-5170)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Personnel	142,701	117,555	241,272	288,309	269,337	330,621	23%[2]	345,521	5%
Supplies	8,449	9,225	10,054	12,050	13,050	12,000	-8%	12,000	0%
Contracts	0	0	0	3,354	3,354	3,500	4%	3,500	0%
Computer/Phone Maint. & Replace	42,575	28,944	28,044	20,279	20,279	20,279	0%	20,279	0%
Business Expense	3,147	3,649	4,221	7,000	7,000	11,500	64%	11,500	0%
Furniture & Equipment	0	0	0	0	0	50,000	100%[1]	20,000	-60%
Internal Services	99,720	0	0	0	0	0	0%	0	0%
Total Use of Funds	**296,592**	**159,373**	**283,591**	**330,992**	**313,020**	**427,900**	**37%**	**412,800**	**-4%**
Funded FTE's	2.50	3.25	3.25	3.25	3.25	3.25		3.25	

[1]VARIANCE: Office renovations and re-configurations needed in City Hall basement where staff located.
[2]VARIANCE: Part-time help included in FY22 not in FY21.

POLICE DEPARTMENT – The Antioch Police Department is charged with the enforcement of local, state, and federal laws and with providing for around-the-clock protection of the lives and property of the public. The Police Department functions as an instrument of public service and as a tool for the distribution of information, guidance and direction.

The organization chart will be provided in the draft budget document. A summary of budget verses actual positions, excluding non-sworn Animal Services positions, follows:

	Funded Positions In Budget*	Filled Positions as of March 1, 2021	Vacant
Police Chief	1.00	1.00	0.00
Captain	2.00	2.00	0.00
Lieutenant	6.00	6.00	0.00
Sergeant	11.00	11.00	0.00
Corporal	7.00	7.00	0.00
Officers*	88.00	92.00	(4.00)
Community Service Officers	11.00	10.00	1.00
Communications Supervisor	1.00	1.00	0.00
Records Supervisor	1.00	1.00	0.00
Crime Analyst	2.00	2.00	0.00
Dispatcher Lead	4.00	4.00	0.00
Dispatcher	11.00	11.00	0.00
Lead Police Records Technician	2.00	1.00	1.00
Police Records Technician	7.00	6.00	1.00
Administrative Analyst	2.00	2.00	0.00
Grand Total	**156.00**	**157.00**	**(1.00)**

*City Council approved the Police Department to over-hire sworn positions for upcoming separations with the understanding that salary savings incurred during the year would cover the cost of the over-hiring.

POLICE DEPARTMENT SUMMARY									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
SOURCE OF FUNDS:									
Taxes – Measure C	6,417,333	5,300,206	120,468	0	88,417	0	-100%	0	0%
1% Sales Tax	0	3,802,258	13,053,974	11,514,607	12,037,564	12,915,244	7%	13,099,037	1%
P.O.S.T. Funds	28,979	30,508	87,968	12,000	24,923	12,000	-52%	12,000	0%
Federal Grant	254,638	26,870	123,647	368,403	368,671	0	-100%	0	0%
Grant Reimbursement State/Local	27,431	46,594	46,863	0	0	0	0%	0	0%
AB109 Reimbursement	135,720	141,149	146,795	139,523	0	0	0%	0	0%
Other Service Charges	25,795	43,594	40,100	25,000	28,006	25,000	-11%	25,000	0%
Police Services General	88,096	118,899	111,569	1,361,345	85,000	80,000	-6%	1,361,345	1602%
False Alarm Permit Fees	64,993	23,806	56,701	100,000	55,000	100,000	82%	100,000	0%
False Alarm Response	100,977	84,060	77,140	50,000	100,000	50,000	-50%	50,000	0%
Other	15,677	9,302	9,976	15,000	10,803	7,500	-31%	7,500	0%
Donations	790	127	0	0	100	0	-100%	0	0%
Booking Fee Reimbursements	1,114	0	1,158	1,000	1,000	1,000	0%	1,000	0%
Sales Tax Public Safety	639,622	657,686	647,331	685,000	685,000	690,000	1%	695,000	1%
Non-Traffic Fines	21,101	3,649	475	3,000	100	100	0%	100	0%
Vehicle Code Fines	150,440	122,617	102,006	135,000	100,000	135,000	35%	135,000	0%
Abatement Fees	300	0	0	0	0	0	0%	0	0%
Transfers in	225,200	358,788	440,770	480,000	543,958	531,593	-2%	501,938	-6%
Total Source of Funds	**8,198,206**	**10,770,113**	**15,066,941**	**14,889,878**	**14,128,542**	**14,547,437**	**3%**	**15,987,920**	**10%**
USE OF FUNDS:									
Personnel	29,297,259	31,093,277	34,879,158	39,990,899	39,878,101	42,273,026	6%	44,566,340	5%
Services & Supplies	4,798,238	5,074,017	7,099,151	7,554,989	7,602,507	8,933,530	18%	8,407,234	-6%
Transfers Out	741,659	926,680	1,267,140	1,814,295	1,722,180	1,864,568	8%	1,955,961	5%
Internal Services	3,087,857	0	0	0	0	0	0%	0	0%
Total Use of Funds	**37,925,013**	**37,093,974**	**43,245,449**	**49,360,183**	**49,202,788**	**53,071,124**	**8%**	**54,929,535**	**4%**

POLICE DEPARTMENT SUMMARY (Continued)

	Funded 2020-21	Funded 2021-22	Funded 2022-23
Funded FTE'S (General Fund)			
Administration	20.80	20.90	20.90
Prisoner Custody	5.00	5.00	5.00
Community Policing	91.00	91.00	91.00
Traffic	5.00	5.00	5.00
Investigation	14.00	14.00	14.00
Special Operations Unit	4.00	4.00	4.00
Communications	16.00	16.00	16.00
Total Police Dept Funded FTE's	**155.80**	**155.90**	**155.90**

Police Administration (100-3110)	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Revenue from Other Agencies	56,410	77,102	134,831	12,000	24,923	12,000	-52%	12,000	0%
Charges for Services	279,861	270,359	285,510	255,000	268,006	255,000	-5%	255,000	0%
Other	5,431	7,349	7,422	15,000	7,500	7,500	0%	7,500	0%
Transfer In - Byrne Grant	25,000	0	50,000	25,000	25,000	25,000	0%	25,000	0%
Total Source of Funds	**366,702**	**354,810**	**477,763**	**307,000**	**325,429**	**299,500**	**-8%**	**299,500**	**0%**
Use of Funds:									
Personnel	2,665,119	3,193,800	3,927,163	4,538,740	4,528,790	5,137,069	13%[1]	5,524,422	8%
Supplies	194,167	186,220	223,067	212,000	221,000	232,000	5%	232,000	0%
Safety Materials	190,528	240,474	275,477	321,582	321,582	678,393	111%[2]	678,393	0%
Contracts	244,299	275,325	445,810	507,500	507,500	488,000	-4%	423,000	-13%[3]
Contracts – REACH	222,079	205,265	204,996	205,000	205,000	205,000	0%	205,000	0%
Vehicle Maint/Replacement	27,225	32,670	35,088	31,378	31,378	70,820	126%[4]	73,458	4%
Computer/Phone Maint. & Replace	492,392	232,381	232,381	226,332	226,332	241,937	7%	241,937	0%
Business Expense	200,800	312,876	279,844	448,426	428,426	477,500	11%	497,500	4%
Furniture & Equipment	72,839	0	0	461,956	461,956	0	-100%[5]	0	0%
Internal Services	1,056,492	0	0	0	0	0	0%	0	0%
Total Use of Funds	**5,365,940**	**4,679,011**	**5,623,826**	**6,952,914**	**6,931,964**	**7,530,719**	**9%**	**7,875,710**	**5%**

[1]VARIANCE: Includes new Lead Records Technician and Records Technician approved by City Council on 3.9.21
[2]VARIANCE: Year 2 cost of body cameras/dash cams as approved by City Council on 3.9.21.
[3]VARIANCE: FY22 includes one-time cost of $65K for records purge.
[4]VARIANCE: Increase in replacement and maintenance costs for vehicles.
[5]VARIANCE: FY21 is initial/year 1 outlay for bodycams/dash cams as approved by City Council on 3.9.21.

Police Reserves (100-3120)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Personnel	1,331	0	0	2,156	2,156	2,156	0%	2,156	0%
Explorers	2,850	2,875	10,000	10,000	2,000	10,000	400%	10,000	0%
Internal Services	7,745	0	0	0	0	0	0%	0	0%
Total Use of Funds	**11,926**	**2,875**	**10,000**	**12,156**	**4,156**	**12,156**	**192%**	**12,156**	**0%**

Police Prisoner Custody (100-3130)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Booking Fee Reimbursements	1,114	0	1,158	1,000	1,000	1,000	0%	1,000	0%
Total Source of Funds	**1,114**	**0**	**1,158**	**1,000**	**1,000**	**1,000**	**0%**	**1,000**	**0%**
Use of Funds:									
Personnel	126,892	138,380	286,656	671,689	674,392	746,504	11%	792,087	6%
Supplies	2,742	785	882	1,000	1,000	3,000	200%	3,000	0%
Contracts – County Jail	0	0	0	120,000	120,000	120,000	0%	120,000	0%
Computer/Phone Maint. & Replace	1,083	41,603	41,603	40,487	40,487	40,487	0%	40,487	0%
Internal Services	54,137	0	0	0	0	0	0%	0	0%
Total Use of Funds	**184,854**	**180,768**	**329,141**	**833,176**	**835,879**	**909,991**	**9%**	**955,574**	**5%**

Police Community Policing (100-3150)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Taxes – Measure C	6,417,333	5,300,206	120,468	0	88,417	0	-100%[1]	0	0%
1% Sales Tax	0	3,802,258	13,053,974	11,514,607	12,037,564	12,915,244	7%	13,099,037	1%
Sales Tax Public Safety	639,622	657,686	647,331	685,000	685,000	690,000	1%	695,000	1%
Fines & Penalties	21,101	3,649	475	3,000	100	100	0%	100	0%
Revenue from Other Agency	254,638	26,870	14,127	257,305	257,573	0	-100%[2]	0	0%
Current Service Charges	0	0	0	1,281,345	0	0	0%	1,281,345	0%
Other	0	0	0	0	436	0	0%	0	0%
Transfer In-SLESF/CFDs	175,000	319,000	348,155	425,000	474,000	479,876	1%	463,938	-3%
Total Source of Funds	**7,507,694**	**10,109,669**	**14,184,530**	**14,166,257**	**13,543,090**	**14,085,220**	**4%**	**15,539,420**	**10%**
Use of Funds:									
Personnel	17,234,570	18,134,364	20,255,470	24,095,294	24,049,652	25,566,877	6%	26,939,647	5%
Supplies	308,461	282,349	313,394	294,000	316,000	311,000	-2%	316,000	2%
Contracts	196,472	200,458	167,503	222,788	222,788	300,288	35%	300,288	0%
Vehicle Maint/Replacement	600,522	702,476	1,222,445	804,255	804,255	998,836	24%[3]	1,144,166	15%[3]
Computer/Phone Maint. & Replace	38,396	44,523	44,523	262,603	262,603	283,622	8%	283,622	0%
Business Expense	18,653	6,762	10,618	17,000	17,000	17,000	0%	17,000	0%
Furniture & Equipment	83,903	268,573	615,611	822,876	822,876	837,376	2%	837,376	0%
Internal Services	1,334,931	0	0	0	0	0	0%	0	0%
Total Use of Funds	**19,815,908**	**19,639,505**	**22,629,564**	**26,518,816**	**26,495,174**	**28,314,999**	**7%**	**29,838,099**	**5%**

[1]VARIANCE: Measure C late pay returns/clean up payments received from State.
[2]VARIANCE: FY21 includes CARES Act funds from State and Police grants which should be spent by 6/30/21.
[3]VARIANCE: Increase in replacement costs for vehicle purchases.

Police Traffic (100-3160)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Vehicle Code Fines	150,440	122,617	102,006	135,000	100,000	135,000	35%	135,000	0%
Abatement Fees	300	0	0	0	0	0	0%	0	0%
Total Source of Funds	**150,740**	**122,617**	**102,006**	**135,000**	**100,000**	**135,000**	**35%**	**135,000**	**0%**
Use of Funds:									
Personnel	527,359	577,806	890,755	1,291,401	1,342,347	1,445,351	8%	1,521,803	5%
Supplies	2,487	1,258	1,827	10,000	10,000	10,000	0%	10,000	0%
Vehicle Maint/Replacement	46,420	55,668	27,003	61,420	61,420	61,523	0%	64,477	5%
Computer/Phone Maint. & Replace	2,165	4,507	4,507	3,856	3,856	3,856	0%	3,856	0%
Internal Services	86,725	0	0	0	0	0	0%	0	0%
Total Use of Funds	**665,156**	**639,239**	**924,092**	**1,366,677**	**1,417,623**	**1,520,730**	**7%**	**1,600,136**	**5%**

Police Investigations (100-3170)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
AB109 Reimbursement	135,720	141,149	146,795	139,523	0	0	0%	0	0%
Other	10,246	1,953	2,554	0	2,867	0	-100%	0	0%
Total Source of Funds	**145,966**	**143,102**	**149,349**	**139,523**	**2,867**	**0**	**0%**	**0**	**0%**
Use of Funds:									
Personnel	4,620,896	4,843,615	4,898,783	4,705,138	4,672,443	4,525,879	-3%	4,749,603	5%
Supplies	73,839	59,348	54,452	62,500	62,500	62,500	0%	62,500	0%
Contracts	470,587	467,730	597,338	457,750	457,750	507,750	11%	507,750	0%
Vehicle Maint/Replacement	38,619	43,730	32,555	54,082	54,082	76,205	41%	80,489	6%
Computer/Phone Maint. & Replace	4,961	132,002	132,002	122,169	122,169	131,086	7%	131,086	0%
Business Expense	6,003	6,869	5,026	5,000	5,000	5,000	0%	5,000	0%
Internal Services	205,911	0	0	0	0	0	0%	0	0%
Total Use of Funds	**5,420,816**	**5,553,294**	**5,720,156**	**5,406,639**	**5,373,944**	**5,308,420**	**-1%**	**5,536,428**	**4%**

Police Special Operations Unit (100-3175)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Personnel	1,479,476	1,390,285	1,602,966	1,407,002	1,414,811	1,488,648	5%	1,547,599	4%
Supplies	10,950	6,915	15,778	17,500	17,500	17,500	0%	17,500	0%
Contracts	18,155	20,921	23,621	21,324	21,324	46,324	117%[1]	46,324	0%
Vehicle Maint/Replacement	3,749	3,889	4,211	4,052	4,052	15,470	282%[2]	15,700	1%
Computer/Phone Maint. & Replace	2,255	27,043	27,043	23,135	23,135	23,135	0%	23,135	0%
Business Expense	0	0	332	1,000	1,000	1,000	0%	1,000	0%
Internal Services	92,750	0	0	0	0	0	0%	0	0%
Total Use of Funds	**1,607,335**	**1,449,053**	**1,673,951**	**1,474,013**	**1,481,822**	**1,592,077**	**7%**	**1,651,258**	**4%**

[1]VARIANCE: Increased cost for undercover rental cars since can no longer lease.
[2]VARIANCE: Increased share of vehicle maintenance costs.

Police Communications (100-3180)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Transfer In – Byrne Grant	0	0	1,503	0	1,780	0	-100%	0	0%
Total Source of Funds	**0**	**0**	**1,503**	**0**	**1,780**	**0**	**0%**	**0**	**0%**
Use of Funds:									
Personnel	2,588,598	2,782,310	2,965,344	3,219,444	3,128,475	3,300,507	5%	3,428,988	4%
Supplies	1,913	7,080	4,899	7,500	7,500	10,000	33%	10,000	0%
Contracts	444,002	436,076	1,088,292	858,696	858,696	923,696	8%	923,696	0%
Computer/Phone Maint. & Replace	7,651	38,429	43,429	65,578	65,578	71,037	8%	71,037	0%
Business Expense	18,006	17,803	32,433	30,000	30,000	35,000	17%	35,000	0%
Furniture & Equipment	0	0	56,900	15,030	15,030	505,030	3260%[1]	15,030	-97%
Internal Services	214,097	0	0	0	0	0	0%	0	0%
Total Use of Funds	**3,274,267**	**3,281,698**	**4,191,297**	**4,196,248**	**4,105,279**	**4,845,270**	**18%**	**4,483,751**	**-7%**

[1]VARIANCE: EBRCS radio upgrade to new encryption for $190K and $300K for trenching work to bring EBRCS power to Walton Lane site.

Police Office of Emergency Management (100-3185)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Revenue from Other Agencies	0	0	109,520	111,098	111,098	0	-100%	0	0%
Total Source of Funds	**0**	**0**	**109,520**	**111,098**	**111,098**	**0**	**0%**	**0**	**0%**
Use of Funds:									
Supplies	0	1,612	3,685	4,985	8,275	4,985	-40%	4,985	0%
COVID Expenses	0	0	165,312	54,772	100,000	55,000	-45%	0	-100%
Contracts	12,910	15,022	0	75,000	75,000	75,000	0%	75,000	0%
Computer/Phone Maint. & Replace	67	10,581	10,581	10,147	10,147	10,147	0%	10,147	0%
Business Expense	3,774	4,026	4,781	5,056	5,056	5,056	0%	5,056	0%
Internal Services	(11,822)	0	0	0	0	0	0%	0	0%
Total Use of Funds	**4,929**	**31,241**	**184,359**	**149,960**	**198,478**	**150,188**	**-24%**	**95,188**	**-37%**

Police Community Volunteers (100-3195)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Donations	790	127	0	0	100	0	-100%	0	0%
Transfer in from Byrne Grant	25,200	39,788	41,112	30,000	43,178	26,717	-38%	13,000	-51%
Total Source of Funds	**25,990**	**39,915**	**41,112**	**30,000**	**43,278**	**26,717**	**-38%**	**13,000**	**0%**
Use of Funds:									
Personnel	53,018	32,717	52,021	60,035	65,035	60,035	-8%	60,035	0%
Supplies	11,275	5,272	4,003	11,500	7,500	11,500	53%	11,500	0%
Vehicle Maint/Replacement	2,135	2,500	1,100	7,054	7,054	7,771	10%	8,039	3%
Business Expense	712	161	6	1,300	1,300	1,300	0%	1,300	0%
Internal Services	5,398	0	0	0	0	0	0%	0	0%
Total Use of Funds	**72,538**	**40,650**	**57,130**	**79,889**	**80,889**	**80,606**	**0%**	**80,874**	**0%**

Police Facilities Maintenance (100-3200)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Parts & Service	63,150	68,178	102,839	85,500	85,500	142,500	67%[1]	89,000	-38%
Contracts	348,887	157,124	174,545	175,000	175,000	274,000	57%[2]	253,000	-8%
Computer/Phone Maint. & Replace	45,050	3,174	3,174	0	0	0	0%	0	0%
Utilities	214,237	237,595	266,983	285,900	285,900	315,900	10%	345,900	9%
Business Expense	46,868	52,353	87,252	9,000	9,000	9,000	0%	9,000	0%
Furniture & Equipment	0	0	0	0	0	160,000	100%[3]	147,500	-8%[3]
Transfer Out to Honeywell	19,522	19,739	19,960	1,678	1,672	0	-100%	0	0%
Internal Services	41,493	0	0	0	0	0	0%	0	0%
Total Use of Funds	**779,207**	**538,163**	**654,753**	**557,078**	**557,072**	**901,400**	**62%**	**844,400**	**-6%**

[1]VARIANCE: Replacement and install for UPS needed.
[2]VARIANCE: Maintenance work needed for aging facility ($25K); Increase of $53K for annual cost of storage of PD facility video recordings.
[3]VARIANCE: FY22 = replace chiller at PD; FY23 HVAC repairs/upgrades needed.

Police Animal Control Support (100-3320)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Use of Funds:									
Furniture & Equipment	0	151,536	0	0	0	40,000	100%[1]	0	-100%
Transfer Out to Animal Control	722,137	906,941	1,247,180	1,812,617	1,720,508	1,864,568	8%	1,955,961	5%
Total Use of Funds	**722,137**	**1,058,477**	**1,247,180**	**1,812,617**	**1,720,508**	**1,904,568**	**11%**	**1,955,961**	**3%**

[1]VARIANCE: Animal Shelter share of chiller replacement.

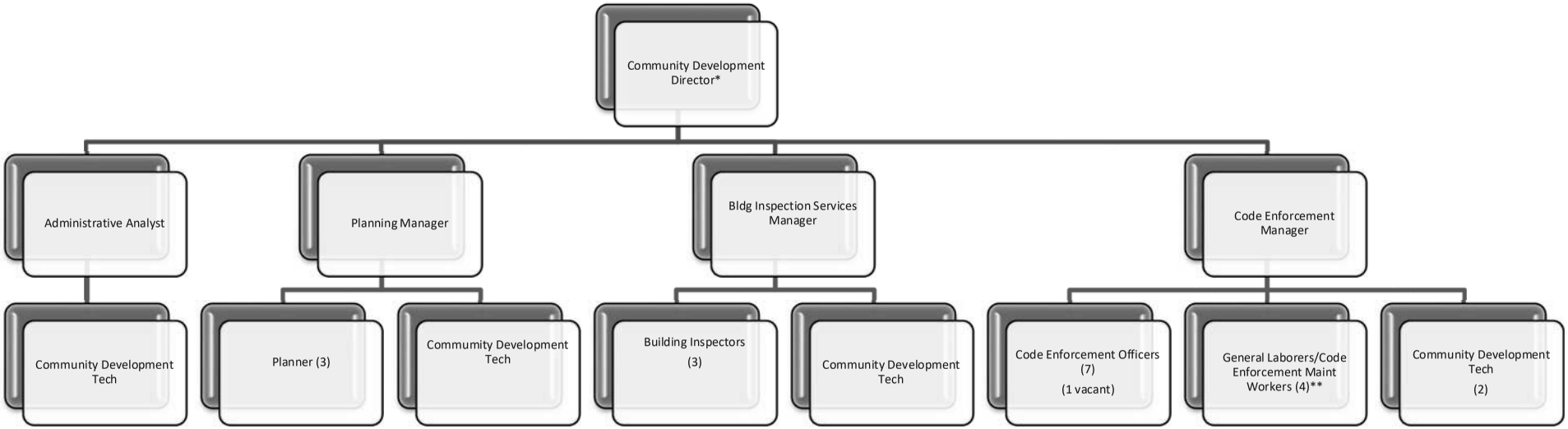
Parks and Recreation provides the City's residents recreational, preschool, social and meeting space within the community. Recreation programs are accounted for in the Recreation Special Revenue Fund. This division within the General Fund account for support given to Recreation for operations.

Park & Recreation Administration Support (100-4110)

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	1,293,382	1,741,090	2,398,572	1,926,587	-20%	2,279,509	18%
Total Source of Funds	**0**	**0**	**1,293,382**	**1,741,090**	**2,398,572**	**1,926,587**	**-20%**	**2,279,509**	**18%**
Use of Funds:									
Personnel	0	0	0	200,000	200,000	0	-100%[2]	0	0%
One-Time Revenue Projects	10,000	193,013	132,708	34,279	71,004	0	-100%	0	0%
Transfer Out to Recreation	1,220,823	1,749,287	2,582,674	3,000,806	3,487,864	3,215,879	-8%	3,568,801	11%
Total Use of Funds	**1,230,823**	**1,942,300**	**2,715,382**	**3,235,085**	**3,758,868**	**3,215,879**	**-15%**	**3,568,801**	**11%**

[1]NOTE: Funded $1,050,000 additional funds toward recreation program expansion in FY19-21 budget (to include Youth Services Network Manager) plus any additional General Fund support/subsidy to the Recreation Fund over the FY19 base year budgeted amount of $1,289,292.
[2]VARIANCE: Youth Services Network Manager to be accounted for directly in Recreation Fund beginning in FY22.

COMMUNITY DEVELOPMENT DEPARTMENT – GENERAL FUND



# of Positions Funded	# of Filled Positions	# of Vacant Positions
26.90	25.90	1.00

*.10 of Director allocated to Solid Waste Fund
**The General Laborers and Code Enforcement Maintenance Workers will be reported under Public Works beginning in FY22 Budget.

COMMUNITY DEVELOPMENT DEPARTMENT – The Community Development Department's goal is to protect and enhance Antioch's cultural, environmental and historic resources, while contributing to the development of a healthy economy by conducting modern, community planning, zoning, building inspection, code compliance and housing activities to ensure proper growth and development for the City's residents.

COMMUNITY DEVELOPMENT SUMMARY

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
SOURCE OF FUNDS:									
Taxes – Measure C	451,961	421,141	0	0	0	0	0%	0	0%
1% Sales Tax	0	145,470	1,145,578	1,716,589	1,804,685	1,734,189	-4%	1,840,542	6%
Building Permits	1,111,860	1,509,747	1,552,016	1,150,000	2,250,000	2,350,000	4%	2,450,000	4%
Plan Checking Fees	361,361	333,123	482,951	365,000	370,000	390,500	6%	410,000	5%
Planning Fees	152,874	101,384	66,257	60,000	70,000	73,500	5%	77,200	5%
Pool Safety Fee	885	597	1,232	500	1,000	1,050	5%	1,100	5%
Cert Access Spec Consultation	0	0	0	0	0	0	0%	0	0%
Technology Fee	26,856	31,557	29,716	28,000	41,500	100,000	141%	105,000	5%
Energy Inspection Fee	26,371	31,377	29,415	28,000	41,500	43,575	5%	45,750	5%
Accessibility Fee	3,243	4,081	2,236	2,500	2,300	2,425	5%	2,550	5%
Green Bldg Verif & Compliance	42,112	91,980	96,858	45,000	180,000	189,000	5%	199,000	5%
Federal Grant	0	633,360	0	0	0	0	0%	0	0%
General Plan Maintenance Fee	10,600	76,300	74,318	120,000	105,000	110,250	5%	115,000	4%
Reimbursement Developers	4,378	2,755	3,263	5,000	4,000	4,200	5%	4,400	5%
Assessment Fees	189,890	548,571	291,979	500,000	600,000	720,000	20%	750,000	0%
Abatement Fees	45,696	37,246	39,785	75,000	13,500	16,200	20%	17,000	5%
Revenue from Other Agencies	21,667	31,999	0	150,000	8,000	400,000	4900%	400,000	0%
Miscellaneous Revenue	30,060	79,490	138,396	45,000	175,425	130,500	-26%	136,875	5%
Total Source of Funds	**2,479,814**	**4,080,178**	**3,954,000**	**4,290,589**	**5,666,910**	**6,265,389**	**11%**	**6,554,417**	**5%**
USE OF FUNDS:									
Personnel	2,079,954	2,463,083	3,207,428	4,456,469	4,311,779	4,140,299	-4%	4,340,464	5%
Services & Supplies	1,105,341	1,014,917	972,920	1,117,615	780,729	2,232,399	186%	1,662,956	-26%
Internal Services	709,209	0	0	0	0	0	0%	0	0%
Total Use of Funds	**3,894,504**	**3,478,000**	**4,180,348**	**5,574,084**	**5,092,508**	**6,372,698**	**25%**	**6,003,420**	**-6%**

COMMUNITY DEVELOPMENT SUMMARY (Continued)			
	Funded 2020-21	Funded 2021-22	Funded 2022-23
Funded FTE's			
Land Planning Services	6.64	6.64	6.64
Code Enforcement	14.63	10.63	10.63
Building Inspection	5.63	5.63	5.63
Total Community Development Funded FTE's	**26.90**	**22.90**	**22.90**

Community Development Land Planning Services (100-5130)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
1% Sales Tax[1]	0	0	66,679	144,765	144,765	180,485	25%	202,310	12%
Charges for Services	293,541	323,531	328,273	345,000	335,000	353,750	6%	372,200	5%
Revenue from Other Agencies	21,667	31,999	0	150,000	8,000	400,000	4900%	400,000	0%
Other	10,026	29,964	35,251	20,000	54,000	56,700	5%	59,525	5%
Total Source of Funds	**325,234**	**385,494**	**430,203**	**659,765**	**541,765**	**990,935**	**83%**	**1,034,035**	**4%**
Use of Funds:									
Personnel	676,320	808,491	939,306	1,240,051	1,208,672	1,280,888	6%	1,371,082	7%
Supplies	16,727	14,401	23,499	10,250	7,300	13,600	86%	14,350	6%
Contracts	358,833	558,943	81,013	173,800	31,500	1,025,200	3155%[2]	1,026,725	0%
Computer/Phone Maint. & Replace	59,382	40,092	40,158	50,717	50,717	51,017	1%	51,017	0%
Business Expense	12,395	4,369	6,730	15,750	3,250	12,800	294%	13,100	2%
Internal Services	280,657	0	0	0	0	0	0%	0	0%
Total Use of Funds	**1,404,314**	**1,426,296**	**1,090,706**	**1,490,568**	**1,301,439**	**2,383,505**	**83%**	**2,476,274**	**4%**
Funded FTE's	4.64	4.64	6.64	6.64	6.64	6.64		6.64	

[1]NOTE: Funds one Planner position.
[2]VARIANCE: General Plan update.

Community Development Code Enforcement (100-5140)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Taxes – Measure C	451,961	421,141	0	0	0	0	0%	0	0%
1% Sales Tax[1]	0	145,470	1,078,899	1,571,824	1,659,920	1,553,704	-6%	1,638,232	5%
Charges for Services	235,586	585,817	330,931	575,000	613,500	736,200	20%[2]	767,000	4%
Revenue from Other Agencies	0	0	0	0	0	0	0%	0	0%
Other	10,038	12,458	52,124	10,000	65,425	15,000	-77%	15,750	5%
Total Source of Funds	**697,585**	**1,164,886**	**1,461,954**	**2,156,824**	**2,338,845**	**2,304,904**	**-1%**	**2,420,982**	**5%**
Use of Funds:									
Personnel	731,774	859,528	1,285,021	2,122,522	2,003,717	1,730,298	-14%[3]	1,821,366	5%
Supplies	82,422	49,416	144,732	128,359	40,048	47,660	19%	47,400	-1%
Contracts	270,509	156,548	63,389	1,600	2,043	0	-100%	0	0%
Vehicle Maint/Replacement	30,032	36,857	333,306	45,325	45,325	99,095	119%[4]	108,820	10%
Computer/Phone Maint. & Replace	54,665	51,167	51,134	48,280	48,280	48,480	0%	48,480	0%
Business Expense	11,980	7,528	10,008	19,720	9,150	15,280	67%	11,550	-24%
Furniture & Equipment	49,841	5,303	14,049	88,172	45,000	5,000	-89%	5,250	5%
Internal Services	135,755	0	0	0	0	0	0%	0	0%
Total Use of Funds	**1,366,978**	**1,166,347**	**1,901,639**	**2,453,978**	**2,193,563**	**1,945,813**	**-11%**	**2,042,866**	**5%**
Funded FTE's	7.00	7.63	14.63	14.63	14.63	10.63		10.63	

[1]NOTE: Funds the following positions: 1 Code Enforcement Manager; 4 person Abatement Team; 2 Community Development Technicians; 6 Code Enforcement Officers
[2]VARIANCE: Projecting increase in citation revenue.
[3]VARIANCE: Abatement team accounted for in Public Works beginning in FY22.
[4]VARIANCE: Increase in replacement costs required for vehicles purchased within last year.

Community Development Building Inspection (100-5160)									
	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Revised	2021-22 Proposed	% Change	2022-23 Proposed	% Change
Source of Funds:									
Permits	1,111,860	1,509,747	1,552,016	1,150,000	2,250,000	2,350,000	4%	2,450,000	4%
Charges for Services	330,761	346,868	455,543	304,000	476,300	556,550	17%	583,400	5%
Other	14,374	39,823	54,284	20,000	60,000	63,000	5%	66,000	5%
Total Source of Funds	**1,456,995**	**1,896,438**	**2,061,843**	**1,474,000**	**2,786,300**	**2,969,550**	**7%**	**3,099,400**	**4%**
Use of Funds:									
Personnel	671,860	795,064	983,101	1,093,896	1,099,390	1,129,113	3%	1,148,016	2%
Supplies	15,559	14,547	39,271	21,625	15,225	15,935	5%	16,675	5%
Contracts	61,067	1,264	-35,744	200,676	175,000	790,000	351%	210,000	-73%
Vehicle Maint/Replacement	10,508	12,860	137,249	28,736	28,736	45,362	58%	49,889	10%
Computer/Phone Maint. & Replace	67,404	56,150	55,717	49,095	49,095	49,095	0%	49,095	0%
Business Expense	4,017	5,472	8,409	10,510	5,060	12,875	154%	9,605	-25%
Furniture & Equipment	0	0	0	225,000	225,000	1,000	-100%[1]	1,000	0%
Internal Services	292,797	0	0	0	0	0	0%	0	0%
Total Use of Funds	**1,123,212**	**885,357**	**1,188,003**	**1,629,538**	**1,597,506**	**2,043,380**	**28%**	**1,484,280**	**-27%**
Funded FTE's	3.40	3.00	4.63	5.63	5.63	5.63		5.63	

[1]VARIANCE: FY21 includes purchase of new permitting software.

GENERAL FUND PROJECTIONS 3.23.21

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	$23,959,863	$23,959,863	$23,959,863	$23,959,863	$23,959,863	$23,959,863
Taxes	47,551,055	49,505,731	51,537,432	53,278,927	54,983,947	56,720,015
Taxes - Measure C	88,417	0	0	0	0	0
1% Sales Tax	16,868,050	17,462,011	18,177,089	18,864,536	19,514,169	20,125,986
Services Charges/Permits	7,203,821	7,735,687	9,452,131	7,826,119	8,094,403	8,365,961
All Other Revenues	4,105,475	1,973,300	1,884,875	1,385,350	1,390,350	1,395,350
Transfers In	3,876,982	3,633,722	3,727,796	3,782,421	3,937,852	4,097,862
Total Revenues	79,693,800	80,310,451	84,779,323	85,137,353	87,920,721	90,705,174
% Change		1%	6%	0%	3%	3%
Personnel	53,783,690	56,864,929	59,806,614	63,619,442	66,221,240	68,502,800
Services/Supplies/Transfers	27,226,737	26,835,590	26,497,565	26,195,047	27,299,029	28,352,689
Total Expenditures	81,010,427	83,700,519	86,304,179	89,814,489	93,520,269	96,855,489
% Change		3%	3%	4%	4%	4%
Transfer In Budget Stabilization	**1,316,627**	**3,390,068**	**1,524,856**	**4,677,136**	**5,599,548**	**307,481**
Surplus/(Deficit)	**-**	**-**	**-**	**-**	**-**	**(5,842,834)**
Ending Fund Balance	**$23,959,863**	**$23,959,863**	**$23,959,863**	**$23,959,863**	**$23,959,863**	**$18,117,029**
Committed	**1,289,356**	**1,495,953**	**1,715,953**	**1,938,253**	**2,162,899**	**2,389,938**
Unassigned	**$22,670,507**	**$22,463,910**	**$22,243,910**	**$22,021,610**	**$21,796,964**	**$15,727,091**
Unassigned %	**28.45%**	**27.97%**	**26.24%**	**25.87%**	**24.79%**	**17.34%**

ATTACHMENT B

CITY OF ANTIOCH CALIFORNIA
OPPORTUNITY LIVES HERE

BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

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

DEADLINE DATE TO APPLY: 03/26/2021

- ***ECONOMIC DEVELOPMENT COMMISSION***

DEADLINE DATE TO APPLY: 04/16/2021

- ***BOARD OF ADMINISTRATIVE APPEALS***

Your interest and desire to serve our community is appreciated.

CITY OF ANTIOCH CALIFORNIA
OPPORTUNITY LIVES HERE

ECONOMIC DEVELOPMENT COMMISSION

(Deadline date: 03/26/2021)

One (1) Partial-term vacancy expiring June 2021

One (1) Partial-term vacancy expiring June 2023

- The EDC's function is to address economic development issues within the City and make recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City's economic base and create quality jobs.
- Seven-member board – 4 year terms.
- At least five members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City.
- Regular meetings are held at 6:00 p.m. on the first Tuesday in the months of February, April, June, October and December, the third Tuesday in July, and on the first Tuesday on an as-needed basis only during the months of March, May, and November. No meetings are held during January or August.
- Members of the Economic Development Commission are subject to The Brown Act open meeting law and are required to file an annual Statement of Economic Interest (FPPC Form 700).
- Commissioners must take the 2-hour AB1234 Ethics Training within one year of appointment and every two years thereafter. There is no cost to this online AB1234 Ethics Training provided by the Fair Political Practices Commission.
- Newly appointed and reappointed commissioners are required to take an Oath of Office administered by the City Clerk.

CITY OF ANTIOCH CALIFORNIA
OPPORTUNITY LIVES HERE

BOARD OF ADMINISTRATIVE APPEALS

(Deadline Date: 04/16/21)

Three (3) Board Members, 4-year term vacancies, expiring March 2024
Two (2) Board Members, 2-year term vacancies, expiring March 2022
One (1) Alternate Member, 2-year term vacancy, expiring March 2022

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE 7TH ANNUAL REPORT

FISCAL YEAR ENDED JUNE 30, 2020

SUBMITTED TO ANTIOCH CITY COUNCIL

MARCH 23, 2021

#3

SALES TAX CITIZENS' OVERSIGHT COMMITTEE RESPONSIBILITIES

- **Ordinance 2068-C-S, Section 3-5.415** adopts Measure C
- **Ordinance 2148-C-S** adopts Measure W
- Requires the Committee to provide an oral or written report to Council at a public meeting regarding the review of receipts and expenditures of Measure C and Measure W funds, as well as the annual audit to be completed in conjunction with the City's budget process.
- **Resolution 2013/73** further clarifies that this report must be provided by April 1st each year and indicate how the funds are being used to address the City Council's stated priorities.
- Public safety and code enforcement are a part of the City's strategic plan for Measure C. Measure W includes public safety, code enforcement, youth recreation, water quality, and lifestyle programs as outlined in the funding table of Measure W and financial information.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE REPORT

- Reviewed available documents supporting such receipts and payments as required by the City Council's Resolution No. 2013/73 for the fiscal year ending June 30, 2020

- Based on our review, we can ascertain all Measure C and Measure W monies are accounted for and meet the objectives of these Measures

RECEIPTS FOR FY 2020

- Total Measure C funds received for Fiscal Year 2020 was $120,468
- Total available Measure W funds for Fiscal year 2020 were $15,582,340

- *Note: All amounts rounded to the nearest whole number*

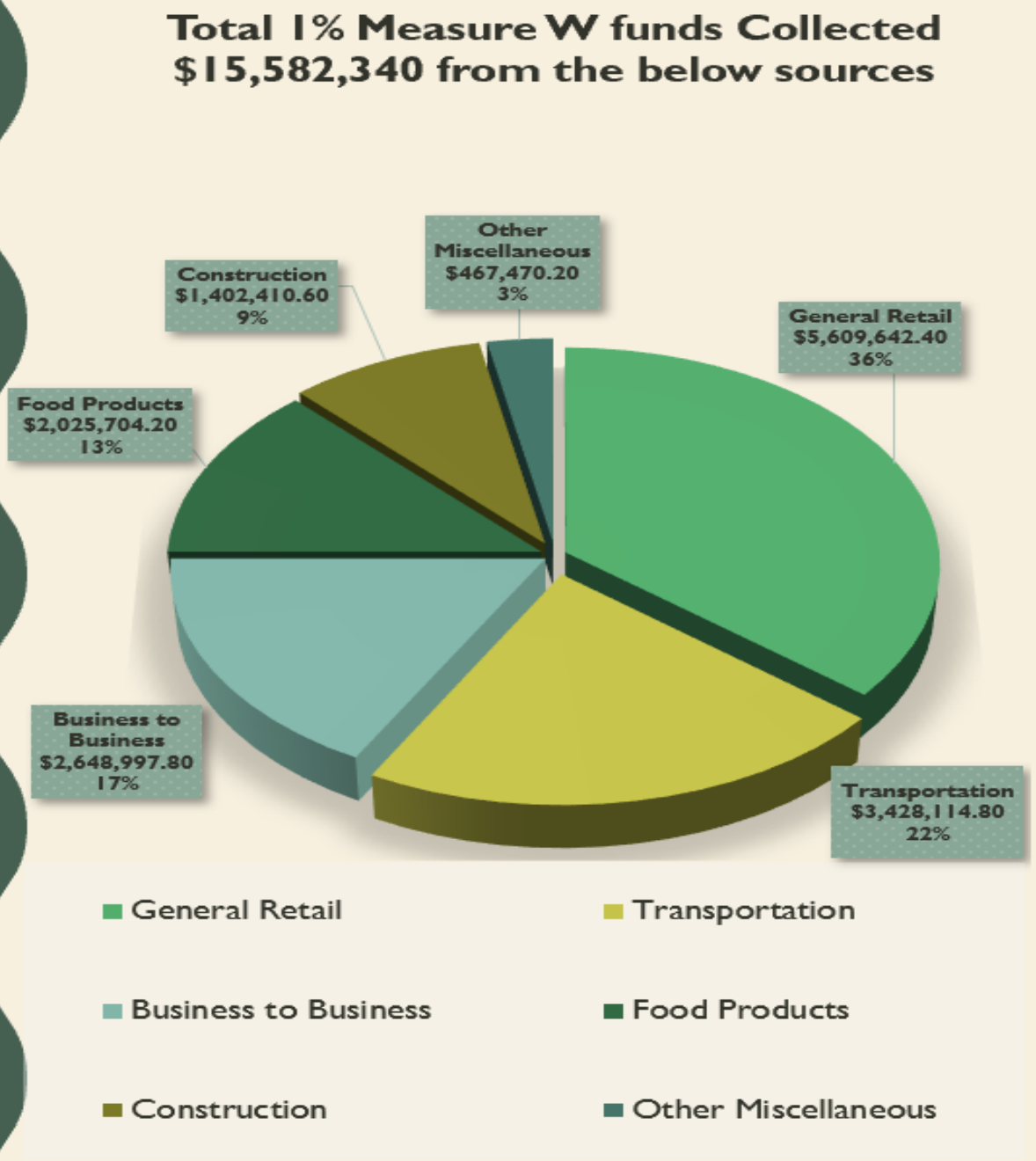
FISCAL SUMMARY 2020
MEASURE C

	FY 19 Carryover	2020 Receipts	2020 Expenditures	Balance
Police	$0	$120,468	$120,468	$0
Total	$0	$120,468	$120,468	$0

- *Note: All amounts rounded to the nearest whole number*
- *The entire balance of Measure C monies remaining were allocated to Police per the City Council*

MEASURE W FUNDS
FY 2020

- In November 2018, voters approved Measure W effective April 1, 2019, which replaces Measure C, increases the sales tax to 1%, and extends 20 years from the operative date. This is a general sales tax measure and can be spent on any General Fund purpose as directed by the City Council.
- Measure W continues to maintain Antioch's public safety and other quality of life services such as code enforcement, clean up blight, road repairs, support youth and senior services and attract new business and jobs to Antioch.



Total 1% Measure W Funds Collected $15,582,340 from these sources

ANTIOCH 1%:
TOP 25 SALES TAX GENERATORS
AS OF JUNE 30, 2020*

(alpha order)

7-ELEVEN FOOD STORES
AMAZON SERVICES
AMAZON.COM
ANTIOCH CHRYSLER-JEEP-DODGE
ANTIOCH TOYOTA
ARCO AM/PM MINI MARTS
BEST BUY STORES
BESTBUY.COM
CARDINAL HEALTH
CHEVRON SERVICE STATIONS
COCO FARMS - MMD
CONSOLIDATED ELECTRICAL DISTRIBU
COSTCO WHOLESALE
DEPT OF MOTOR VEHICLES ALLOCATI
HUSSMANN CORPORATION
J C PENNEY COMPANY
LOWE'S HOME CENTERS
MACY'S DEPARTMENT STORE
MCDONALD'S RESTAURANTS
ONESOURCE SUPPLY SOLUTIONS
SAFEWAY SERVICE STATIONS
SHELL SERVICE STATIONS
TARGET STORES
WAL MART STORES
WINTER HONDA

*Actual rank or dollar amount of the business is not public.

SALES TAX MEASURE IMPACT
PUBLIC SAFETY
FY 2020

- As of June 30, 2020, City has hired **85** sworn Police Officers since the inception of Measure C in 2014
- Net gain of **32** sworn Police Officers
- Currently, the City has **115** sworn Officers as of June 30, 2020
  - The Traffic Unit is currently comprised of **5** full-time Traffic/Motor Officers (included in the overall total number)
- **5** Code Enforcement Officers and a **4-person** Abatement Team

Source: City of Antioch – Finance Department and Human Resources

SALES TAX MEASURE IMPACT PUBLIC SAFETY CONTINUED

- The City continues its active Vehicle Abatement Program with 488 Vehicle Abatement Notices Issued 407 citations issued in 2020.

- Overall reduction of 13.9% in Part 1 Crime compared to 2019 for the 8th consecutive years. "Part 1 Crimes" are those which are mandated to report to the FBI under our Unified Crime Reporting (UCR).

Source: City of Antioch – Chief of Police

PART 1 CRIMES INCLUDE:

Violent Crimes
Homicide
Rape
Robbery
Aggravated (Felony) Assault

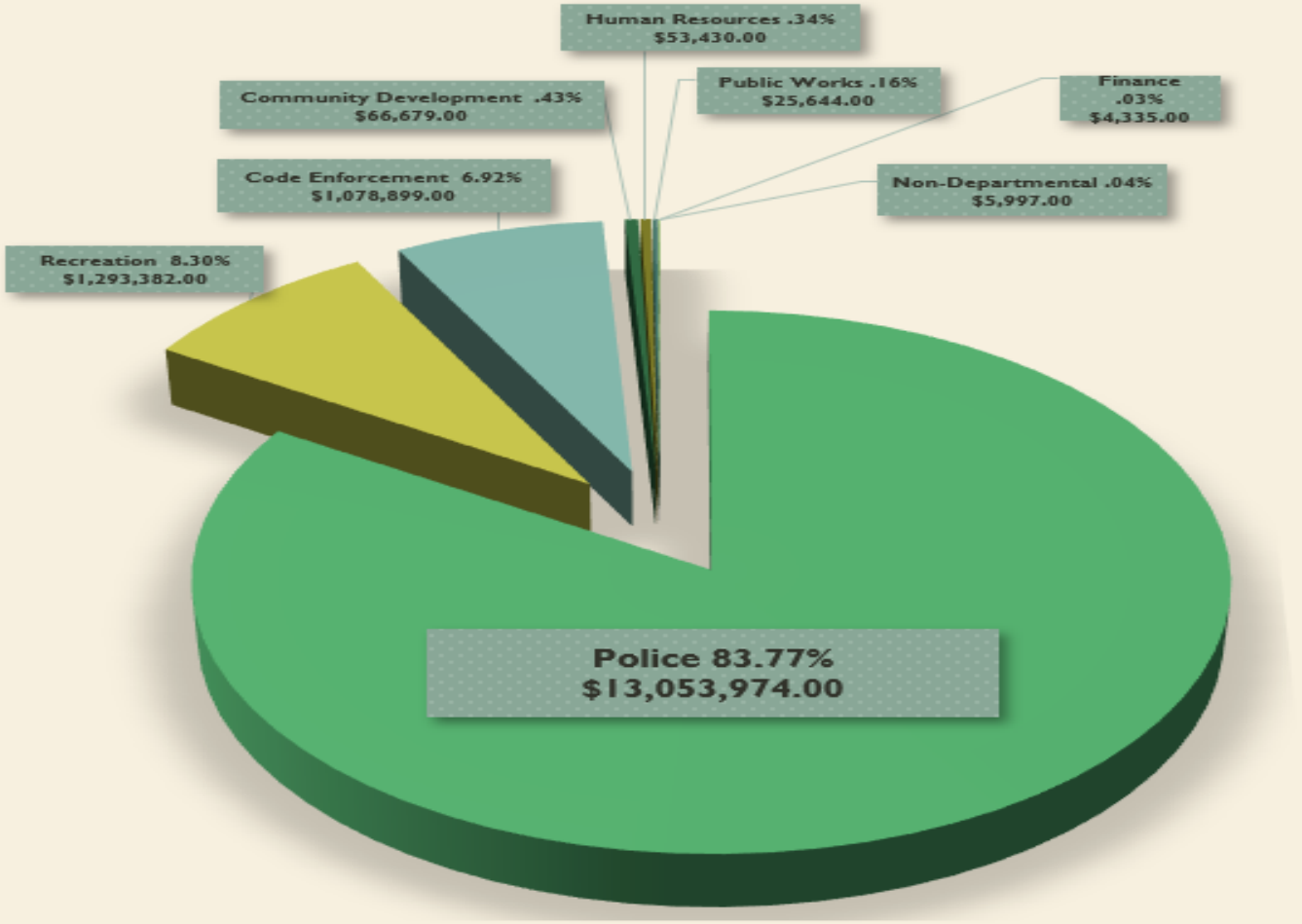
Property Crimes
Burglary
Larceny
Auto Theft

Arson (is categorized separately)

2020 Police Calls of Services

OPENING CALL TYPE CATEGORY	TOTAL NUMBER OF CALLS	% OF GRAND TOTAL
QUALITY OF LIFE	19,629	21.20%
PERSON/VEHICLE STOPS	16,354	17.70%
FIRE/MEDICAL	13,249	14.30%
INFORMATION	11,775	12.70%
SUSPICIOUS ACTIVITY	6,040	6.50%
ALARM	4,954	5.30%
OTHER CALLS	3,930	4.20%
TRAFFIC	3,769	4.10%
CITIZEN REQUESTS	2,525	2.70%
ANIMAL	1,818	2.00%
THEFT	1,438	1.60%
VEHICLE THEFT/RECOVERY	1,312	1.40%
BURGLARY	1,235	1.30%
ASSAULT	948	1.00%
SHOOTING	776	0.80%
VANDALISM	726	0.80%
DEATH/SUICIDE	450	0.50%
WEAPONS	421	0.50%
FORGERY/FRAUD	357	0.40%
SEX CRIMES	314	0.30%
DOMESTIC/FAMILY	214	0.20%
ROBBERY	171	0.20%
ASSAULT WITH DEADLY WEAPON	152	0.20%
GRAND TOTAL	**92,557**	**100%**

Actual Received/Spent FY20



SALES TAX MEASURE IMPACT CODE ENFORCEMENT STAFF FY 2020

Prior Staffing Funded with Measure C	Additional Staff Funded with Measure W
1 Code Enforcement Manager	
2 Street Maintenance Workers	2 additional Code Enforcement Maintenance Workers
1 Development Services/ Engineering Technician	1 additional Development Services/ Engineering Technician.
1 Code Enforcement Officer	4 additional Code Enforcement Officers
2 General Laborer positions	

Source: City of Antioch – Finance Department

SALES TAX MEASURE IMPACT CODE ENFORCEMENT ACTIVITY FY 2020

- 2,087 Code Enforcement cases opened in 2020
  - 1,066 cases opened in 2019
- 2,788 cases closed in 2020
  - 1,127 cases closed in 2019
- 5,538 cubic yards of blight and rubbish abated in 2020
  - 7,056 cubic yards in 2019
- 1,394 shopping carts abated in 2020
  - 1,506 shopping carts in 2019

Source: CRW – Abatement Team Daily Logs

SALES TAX MEASURE IMPACT RECREATION FY 2020

- ✓$1,293,382 was allocated for Recreation Programs
- ✓There is a $350,000 balance remaining of those funds due to facilities/programs being closed because of the pandemic.

Key Programs Funded:

- Rolling with Rec bus
- Family Nights (including Summer Movie Nights, Paw Parade, Game nights, and Performance/Concern Night)
- Pop-Up Recreation (Afterschool Park Programs): offered at different parks throughout the City
- Preschool Academy Classes (expanded the program to make Montessori curriculum)
- Dance team Classes (expanded to include Afro Beats and Hip-Hop classes)
- Camptoberfest (expansion of camp for the fall break)
- Big Truck Day
- Adventures in fun and fitness (ages 6 through 12)
- Tumbling Program (for ages 2 through 12)

IN CLOSING

Measure W was approved by the voters in November 2018 and went into effect on April 1, 2019, which increased the tax to 1% and extends for 20 years.

We look forward to evaluating the measure and allocations as determined by City Council.

CITY COUNCIL MEETING
VISION AND STRATEGIC PLANNING WORKSHOP (PART 1)

Special Meeting/Workshop **February 12, 2021**
6:00 P.M. **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.

Written public comments were received by 4:00 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: https://www.antiochca.gov/speakers or by dialing (925) 776-3057.

Mayor Thorpe called the meeting to order at 6:00 P.M., and Administrative Services Director Mastay called the roll.

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

Staff present: Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney
Rosanna Bayon Moore, Assistant City Manager
Tammany Brooks, Police Chief
Nickie Mastay, Administrative Services Director
Dawn Merchant, Finance Director
Alan Barton, Information Services Director
Forrest Ebbs, Community Development Director
Kwame Reed, Economic Development Director
John Samuelson, Director of Public Works/City Engineer
Brad Helfenberger, Parks and Recreation Director
Lauren Posada, City Treasurer
Jazmin Ridley, Unhoused Resident Coordinator
Tasha Johnson, Youth Services Network Manager

PLEDGE OF ALLEGIANCE

Councilmember Barbanica led the Council and audience in the Pledge of Allegiance.

City Manager Bernal introduced Patrick Ibarra Facilitator of the Workshop who referenced program materials and provided introductory comments and procedures for the Workshop.

Council identified and discussed the following:

- Benefits of Good Government
- Lasting Community Impacts
- Enhancing Credibility as a Governing Body
- Roles for Elected Officials, City Manager, Department Directors, City Staff and Community Members

Mayor Thorpe declared a recess at 7:12 P.M. The meeting reconvened at 7:18 P.M. with all Councilmembers present.

City Manager Bernal gave a PowerPoint presentation of the City Council Accomplishments 2018-2021.

Mr. Ibarra reviewed the agenda for the Strategic Plan and Goal Setting Workshop Part 2, taking place on February 13, 2021 at 9:00 A.M.

Councilmember Barbanica and Ogorchock thanked City Manager Bernal and staff for accomplishing Council's goals.

PUBLIC COMMENTS

Administrative Services Director Mastay read public comments submitted by Gabrielle Lazzeretti, Laura Byrne, Meg Keeley, Joseph Flegel-Mishlove, Martha Goralka and Kim Stadtlander.

The following individuals provided public comment utilizing Zoom Audio/Video Technology; Doug Leich, Ali Saidi, Jim Becker and Stacey Street.

Administrative Services Director Mastay announced that the cut off time to submit public comment for tomorrow's Workshop was 7:00 A.M. and comments received today after 4:00 P.M. would be read tomorrow.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council unanimously adjourned the workshop at 8:28 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING
VISION AND STRATEGIC PLANNING WORKSHOP (PART 2)

Special Meeting/Workshop **February 13, 2021**
9:00 A.M. **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.

Written public comments were received by 7:00 a.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: https://www.antiochca.gov/speakers or by dialing (925) 776-3057.

Mayor Thorpe called the meeting to order at 9:00 A.M., and Administrative Services Director Mastay called the roll.

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

Staff present: Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney
Rosanna Bayon Moore, Assistant City Manager
Tammany Brooks, Police Chief
Nickie Mastay, Administrative Services Director
Dawn Merchant, Finance Director
Alan Barton, Information Services Director
Forrest Ebbs, Community Development Director
Kwame Reed, Economic Development Director
John Samuelson, Director of Public Works/City Engineer
Brad Helfenberger, Parks and Recreation Director
Lauren Posada, City Treasurer
Jazmin Ridley, Unhoused Resident Coordinator
Tasha Johnson, Youth Network Program Manager

PLEDGE OF ALLEGIANCE

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

City Manager Bernal thanked Council for participating in the Workshop last night and introduced Patrick Ibarra, Workshop Facilitator who provided introductory comments, reviewed the agenda and referenced the workbook.

Trends/Role of City Council as Community Builder

Council discussed and identified Trends/Role of the City Council.

Vision Statement

"*Antioch is a desired destination in the Bay Area: Building on our historic legacy, creating bright opportunities for families to grow, offering places to play, enabling businesses to thrive, and cultivating a unique downtown experience."*

Discussion ensued regarding the City's current Vision Statement with Council consensus to revise/refresh the statement and possibly include community outreach in the process. Council agreed that the Vision Statement should be inclusive of the entire City, condensed, encompassing/inviting and expand on the City's branding "Opportunity Lives Here".

Mission Statement

"To deliver quality services with integrity, excellence, and innovation."

Discussion ensued regarding the City's Mission Statement with Council consensus supporting the current language. The agreed to revisit this item with the Vision Statement.

Mayor Thorpe declared a recess at 10:08 A.M. The meeting reconvened at 10:18 A.M. with all Councilmembers present.

Current Values

Discussion ensued regarding the City Council's Current Values with Council requesting to add the following additional values:

- Racial and social equity
- Justice
- Environmental sustainability
- Inclusionary

Hot Topics

The following Hot Topics were identified by Council during pre-interviews with the consultant. Discussion ensued and Council further identified the following potential objectives for each topic:

- Youth Programs and Services - youth involvement on Boards and Commissions (ages 16 – 24), youth development in partnership with AUSD, youth center - different models (aka Concord), youth outreach in the development of programs and services (include participation from youth in group homes)

- Downtown (10th Street to Waterfront and "A" Street to Auto Center Drive) and Waterfront - riverwalk, beach, nightlife, infill projects, foot-traffic, input from the downtown community, work with brokers of commercial properties, address safety and blight along major arterials into commercial areas, consult prior reports for opportunities, create policy and incentives for economic growth

- Homeless - include as a public safety/health issue, increase involvement with County Mental Health Evaluation Team, consider establishing a 211 program for Antioch

- Senior Housing - anti-displacement policy

- Beautification - expand medians/murals/art utility boxes improvement program throughout the community, improve park maintenance, abandoned vehicles, notifications/signage for street sweeping, public garbage cans, illegal dumping, public education efforts, parking enforcement, proactive code enforcement, lighting/landscaping of major arterials, hold property owners accountable

- Code Enforcement - community buy-in, increase parking enforcement, double the size of Code Enforcement Division, tablet technology for Code Enforcement, alternative to see click fix app, partner with community for street cleanup teams, dedicated housing officer, free large item pick-up for multi-unit tenants, dedicated graffiti team for removal within 24 hours,

- Zoning Ordinance - mixed use infill development, spur growth in District 1 and 2

- Economic Growth - downtown revitalization, beautification throughout Antioch, rezoning land along the Oakley/Brentwood border north of Highway 4

- Somersville Corridor - revitalization/repurpose area, senior housing, meet with and encourage property owners, Kaiser facility advantage to market area

Councilmember Thorpe declared a recess at 11:45 P.M. The meeting reconvened at 12:30 P.M. with all Councilmembers present.

Councilmember Ogorchock requested *Public Safety,* Councilmember Torres-Walker requested *Access to Healthy and Affordable Food Options* and Councilmember Thorpe requested the *Environment* as additional Hot Topics.

Hot Topics – Continued

Council further identified the following potential objectives for each topic:

- Commercial Property Tax - none identified

- Police Reform - future agenda item

- Trails - tie into healthy communities
- Partnership with Schools - expand partnership, focus on outcomes and goals
- General Law - none identified
- Innovation by city staff - continue forward thinking (i.e. desalination plant), seek recognition, facilitate an environment with staff for innovation
- Public Safety - community cams, tasers, body-work cameras, dash cameras, access to healthy food options, youth programs, services for the unhoused, green space
- Access to Healthy and Affordable Food Options - farmers markets, grocery stores in areas where one is not present, access to healthcare education/programs
- Environment - consider environment/equity impacts in every decision, identify in staff reports to Council, include in General Plan Update

Council encouraged City staff to identify partnership opportunities with other agencies to reduce the burden on staff.

In response to Council, Mr. Ibarra stated that typically a strategic plan included the city's Mission, Vision, Values, Goals and Objectives. He noted aspirational goals were repurposed within the content of the Strategic Plan.

City Goal Areas

Council identified and discussed the following expanded definitions:

- Ensure the City's Continued Financial Stability - No additional items added
- Support Public Safety - Expand to include access to healthy/affordable food, environment, racial/health equity, economic dignity, providing quality police services
- Support Sustainable Economic Development - Expand to include the City investing in downtown/economic growth (i.e. bond measures, facilities district etc.)
- Promote Community Pride - Expand to include arts and culture opportunities (i.e. murals, public art)
- Strive to be a Healthy Community - Expand to include access to quality education, healthy and safe environment, healthy housing, adequate employment, transportation, physical activity, nutrition, equity and justice
- Support Historic Downtown Revitalization - Expand to include economic growth and revitalization of other areas within District 1

- Promote Sustainable Development - No additional items added.

Potential Objectives for City Goals

Council discussed and identified potential objectives for inclusion in the Strategic Plan:

- Youth Center – different models (aka Concord) more youth involvement on Boards and Commissions (ages 16-24)
- Somersville and Buchanan revitalization - housing and business attraction
- Growth of Code Enforcement next 18 months – utilize technology, proactive housing inspection of rental properties
- Consider investing in mental health team to address homeless and other related issues
- Healthy Communities initiatives programs - incentivize residents (i.e. utilizing trails etc.)
- Unhoused residents – incentivize to assist unhoused residents to train and enter the workforce; cost of business license, role of LMC
- Revitalization of downtown – river walk, outdoor dining etc.
- Move homelessness under Goal 5
- Create clear community benefits agreement with developers and businesses in the City including who negotiates the agreements and the role of Council
- Establish clear hiring guidelines for all City contracts
- Explicitly and clearly take on racial equity – create Human Rights and Racial Commission
- Work with labor unions to create a pre-apprenticeship program and City of Pittsburg on how Antioch residents can have access for a career in the trades
- Hold discussion regarding the establishment of an anti-displacement policy

Mayor Thorpe declared a recess at 1:42 P.M. The meeting reconvened at 1:48 P.M. with all Councilmembers present.

Potential Objectives for City Goals – Continued

- Consider adoption of a Code of Conduct for Mayor and Council
- Review policy about expectations between Council and staff

- Enhancing community relations with foot and bike patrols, less about enforcement and more about outreach and accessibility

- Fire Safety – related to public safety, own fire department

Due to a technical issue with the Comcast feed, Mayor Thorpe declared a recess at 1:51 P.M. The meeting reconvened at 2:04 P.M. with all Councilmembers present.

Potential Objectives for City Goals – Continued

- Efficient and responsible use of natural resources – energy efficiency

- Public Safety - climate change mitigation, resiliency, complete streets for pedestrian and bike safety

- A robust and intentional climate change plan

- New businesses and green business certification, energy conversion, encourage green building

- Solar - solar panels in parking lots

- Place environment under community pride, partner with AUSD on community engagement and promote beauty within underserved communities

- Strategically focused climate action plan for all departments

Councilmember Torres-Walker suggested incorporating suggestions from public comments received during the Workshops.

Environmental Resource Coordinator Haas-Wajdowicz reported that the City's Climate Action Plan was available on City's website.

Mr. Ibarra stated that he would partner with staff to prepare the draft Strategic Vision and Goals which would be brought back to Council for consideration, adoption, and execution. He suggested staff reference items related to the Strategic Plan within staff reports.

PUBLIC COMMENTS

The following public comments were read into the record by Administrative Services Director Mastay; Lucy Meinhardt, Angelica Tripp, Antioch resident and Joy Motts.

James Becker, Sandra White, Antwon Webster, Christine Clark, Brendon O'Laskey, Jane Courant, Cheryl, Daniel Herzberg, Estela Nunez, Melissa Case and Kelly Kalsbeek gave public comments utilizing Zoom Audio/Video Technology.

City Manager Bernal thanked everyone for their participation and stated he believed it had been a successful process.

Assistant City Manager Bayon Moore announced the "Bridging the Gap" Roundtable Discussion on Police – Community Engagement would be held from 10:00 A.M. – 11:30 A.M. on - Feb 18, 2021. The registration deadline for expressing interest was February 15, 2021 at 12:00 P.M.

Mayor Thorpe announced a community conversation on Bridge Housing and Unhoused Residents would take place at 1:00 P.M. on February 19, 2021.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously adjourned the workshop at 3:04 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

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

SUBJECT: City Council Special Meeting Minutes of February 16, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of February 16, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

4C

03-23-21

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

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

SUBJECT: City Council Meeting Minutes of February 23, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of February 23, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Christina Garcia, CMC, Deputy City Clerk

APPROVED BY: Nickie Mastay, Administrative Services Director

SUBJECT: City Council Special Meeting Minutes of February 26, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of February 26, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

4E

03-23-21

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

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

SUBJECT: City Council Meeting Minutes of March 9, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of March 9, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

4F

03-23-21

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 26 - MARCH 11, 2021
FUND/CHECK#

100 General Fund

Non Departmental

00206931	TREV C ALPHA LLC	OVERPAYMENT REFUND	4.00
00392700	3R CONSTRUCTION	CHECK REPLACEMENT	30.00
00392701	ADAMSON POLICE PRODUCTS	CHECK REPLACEMENT	276.12
00392702	ADDICTION RESEARCH AND TREATMENT	CHECK REPLACEMENT	25.00
00392703	EMPLOYEE	CHECK REPLACEMENT	33.25
00392706	AFLAC	INSURANCE PREMIUM	5,539.86
00392707	ALFORD AND ASSOCIATES	CHECK REPLACEMENT	105.00
00392712	ANTIOCH ACE HARDWARE	CHECK REPLACEMENT	230.50
00392716	ARK PET HOSPITAL INC, THE	CHECK REPLACEMENT	196.65
00392722	AUTO WORLD INC	CHECK REPLACEMENT	546.25
00392725	EMPLOYEE	CHECK REPLACEMENT	46.86
00392727	EMPLOYEE	CHECK REPLACEMENT	180.27
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,421.76
00392737	EMPLOYEE	CHECK REPLACEMENT	12.00
00392738	EMPLOYEE	CHECK REPLACEMENT	90.40
00392739	EMPLOYEE	CHECK REPLACEMENT	65.46
00392748	CITY CLERKS ASSOCIATION OF CA	CHECK REPLACEMENT	100.00
00392753	CNCA	CHECK REPLACEMENT	350.00
00392754	CNOA	CHECK REPLACEMENT	45.00
00392768	CROWN CASTLE WTA PROPERTY	CHECK REPLACEMENT	1,379.12
00392770	EMPLOYEE	CHECK REPLACEMENT	33.25
00392777	EMPLOYEE	CHECK REPLACEMENT	1,614.00
00392780	EMPLOYEE	CHECK REPLACEMENT	53.56
00392784	EMPOWER SOLAR INC	CBSC FEE REFUND	3.08
00392785	EMPLOYEE	CHECK REPLACEMENT	3,537.02
00392794	EMPLOYEE	CHECK REPLACEMENT	163.96
00392819	EMPLOYEE	CHECK REPLACEMENT	22.18
00392825	EMPLOYEE	CHECK REPLACEMENT	50.00
00392841	EMPLOYEE	CHECK REPLACEMENT	24.94
00392845	MORGANS HOME AND GARDEN	CHECK REPLACEMENT	156.60
00392859	EMPLOYEE	CHECK REPLACEMENT	66.38
00392864	EMPLOYEE	CHECK REPLACEMENT	55.41
00392866	PLANET FITNESS	CHECK REPLACEMENT	307.86
00392876	SANTA ROSA JR COLLEGE	CHECK REPLACEMENT	39.50
00392878	EMPLOYEE	CHECK REPLACEMENT	57.50
00392883	SOMERSVILLE TOWNE CENTER	CHECK REPLACEMENT	1,867.96
00392890	STANTEC CONSULTING SERVICES	CONSULTING SERVICES	1,783.50
00392894	STENGER, JAMES E	CHECK REPLACEMENT	181.96
00392899	THE SUN RECYCLING CENTER	CHECK REPLACEMENT	62.50
00392901	EMPLOYEE	CHECK REPLACEMENT	297.75
00392903	EMPLOYEE	CHECK REPLACEMENT	150.65
00392916	DELTA DENTAL	INSURANCE PREMIUM	43,231.67
00392917	EMPLOYEE	DIAMOND HILLS REFUND	138.00
00392937	EMPLOYEE	CHECK REPLACEMENT	30.47
00392948	COMPLETE WIRELESS	REFUND DEPOSIT	2,000.00
00392950	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 26 - MARCH 11, 2021
FUND/CHECK#

00392951	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00392961	ESP CONTRACTING	CBSC FEE REFUND	2.32
00392965	GOLF COURSE PLAZA SHOPPING CENTER	CHECK REPLACEMENT	100.02
00392967	EMPLOYEE	DIAMOND HILLS REFUND	7.00
00392969	HALL AND LOADS INC	DEPOSIT REFUNDS	3,993.00
00392981	LINA	PAYROLL DEDUCTIONS	3,875.50
00392982	EMPLOYEE	DIAMOND HILLS REFUND	552.00
00392989	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,005.30
00392990	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	131.00
00392991	NEW VIEW LANDSCAPING MAINTENANCE	CHECK REPLACEMENT	15.00
00392992	NUBIAN EXPRESS JANITORIAL SERVICE	CHECK REPLACEMENT	75.00
00392993	OAK HILL PARK COMPANY	CHECK REPLACEMENT	5,841.94
00393000	EMPLOYEE	DIAMOND HILLS REFUND	42.00
00393001	PARS	PAYROLL DEDUCTIONS	2,916.09
00393005	RAJPAL INC	DEPOSIT REFUND	2,000.00
00393017	SPANN, WILLIAM R	DEPOSIT REFUND	3,437.41
00393018	STANTEC CONSULTING SERVICES	CONSULTING SERVICES	20,820.58
00393019	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00393020	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00393030	VIVINT SOLAR INC	CBSC FEE REFUND	2.86
00393034	EMPLOYEE	CHECK REPLACEMENT	80.00
00939206	LSA ASSOCIATES INC	CONSULTING SERVICES	13,370.48
00939208	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,757.45
00939212	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,676.24
00939214	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	28,042.56
City Council			
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	115.47
00392865	PHOTOGRAPHY BY TISH	COUNCIL PORTRAITS - OGORC BARBAN	1,152.75
00392931	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	698.27
00393029	VERIZON WIRELESS	DATA SERVICES	1,365.04
City Attorney			
00392721	ATKINSON ANDELSON LOYA RUUD	LEGAL SERVICES RENDERED	29,995.76
00392724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	20.00
00392728	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	5,747.04
00392756	COLE HUBER LLP	LEGAL SERVICES RENDERED	67.02
00392782	EIDEN, KITTY J	MINUTES CLERK	262.50
00392817	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	1,398.50
00392830	LEXISNEXIS	LEXIS NEXIS ADVANCE	222.00
00392907	VERIZON WIRELESS	DATA SERVICES	51.75
00393013	SHRED IT INC	SHRED SERVICES	87.94
00939033	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00939137	RAY MORGAN COMPANY	COPIER USAGE	254.00
00939200	CANON FINANCIAL SERVICES	COPIER LEASE	123.24
City Manager			
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	57.83
00392861	OPPENHEIMER INVESTIGATIONS	INVESTIGATION LOGISTICS	1,344.00
00392909	VOLER STRATEGIC ADVSIORS	CONSULTING SERVICES	8,000.00
00392918	ADVANCED MOBILITY GROUP	DPMT FEASIBILITY STUDY	10,000.00

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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FUND/CHECK#

00392932	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	408.00
00393029	VERIZON WIRELESS	DATA SERVICES	967.77
00939033	CANON FINANCIAL SERVICES	COPIER LEASE	98.90
00939137	RAY MORGAN COMPANY	COPIER USAGE	254.00
00939200	CANON FINANCIAL SERVICES	COPIER LEASE	123.25
City Clerk			
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	1,220.56
00392783	EIDEN, KITTY J	MINUTES CLERK	375.00
00392913	WESTAMERICA BANK	COPIER LEASE	270.80
00392932	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	582.13
00393013	SHRED IT INC	SHRED SERVICES	43.98
City Treasurer			
00392798	GARDA CL WEST INC	ARMORED CAR PICKUP	164.34
00939209	PFM ASSET MGMT LLC	ADVISORY SERVICES	9,702.32
Human Resources			
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	1,220.56
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	149.20
00392913	WESTAMERICA BANK	COPIER LEASE	270.80
00392932	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,400.07
00392935	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	136.96
00392942	BROGDON, CASEY AMON	EDUCATION REIMBURSEMENT	350.00
00392963	FEDEX	SHIPPING	30.87
00393013	SHRED IT INC	SHRED SERVICES	87.94
Economic Development			
00392715	ANTIOCH DENTAL GROUP	BL TAX RELIEF PROGRAM	100.00
00392731	BK NAILS	BL TAX RELIEF PROGRAM	100.00
00392752	CLASSY GLASS TINTING	BL TAX RELIEF PROGRAM	100.00
00392803	HAIRCUT HEADQUARTERS	BL TAX RELIEF PROGRAM	100.00
00392832	LUCKY CUTS SALON	BL TAX RELIEF PROGRAM	100.00
00392842	MINEX ENGINEERING CORP	BL TAX RELIEF PROGRAM	100.00
00392850	NAIL FEVER	BL TAX RELIEF PROGRAM	100.00
00392871	RIVERTOWN SWEETS LLC	BL TAX RELIEF PROGRAM	100.00
00392907	VERIZON WIRELESS	DATA SERVICES	51.75
00392960	ENERGY SOLUTIONS	BL TAX RELIEF PROGRAM	100.00
00393014	SIERRA DISPLAY INC	BANNERS	353.18
00939033	CANON FINANCIAL SERVICES	COPIER LEASE	98.90
00939137	RAY MORGAN COMPANY	COPIER USAGE	253.99
00939200	CANON FINANCIAL SERVICES	COPIER LEASE	123.24
00939203	EVVIVA BRANDS LLC	MARKETING SERVICES	12,000.00
Finance Administration			
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	5,492.53
00392913	WESTAMERICA BANK	COPIER LEASE	342.57
00392934	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	85.75
Finance Accounting			
00392822	KOA HILLS CONSULTING LLC	PROFESSIONAL SERVICES	568.75
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	84.45
00392923	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	5.45
00392934	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	42.61

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 26 - MARCH 11, 2021
FUND/CHECK#

00393013	SHRED IT INC	SHRED SERVICES	43.98
00939172	SUPERION LLC	ASP SERVICES	17,930.28
Finance Operations			
00392934	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	565.56
00393027	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.00
Non Departmental			
00206889	SSFRP III LLC	OVERPAYMENT REFUND	50.00
00206890	OLY LANDSCAPING	PENALTY REFUND	16.40
00206931	TREV C ALPHA LLC	OVERPAYMENT REFUND	10.00
00301020	KELLY, DAVE AND ANN	PENALTY REFUND	115.00
00392848	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	34,667.30
00392934	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	292.68
00392944	CHARGEPOINT INC	MAINTENANCE SERVICES	658.00
00393008	RODRIGUEZ JR, ABRAHAM	EXPENSE REIMBURSEMENT	204.08
00393031	WAGEWORKS	ADMIN FEE	262.00
00939086	RETIREE	MEDICAL AFTER RETIREMENT	1,820.54
Public Works Administration			
00392907	VERIZON WIRELESS	DATA SERVICES	38.01
00392913	WESTAMERICA BANK	COPIER LEASE	299.06
Public Works Street Maintenance			
00392714	ANTIOCH BUILDING MATERIALS	ASPHALT	874.35
00392786	FASTENAL CO	SUPPLIES	88.03
00392835	MANERI SIGN COMPANY	SIGNS AND SIGN MATERIAL	7,325.67
00392851	NATIONAL AUTO FLEET GROUP	REPLACEMENT DUMP TRUCK	108,430.64
00392856	NUTRIEN AG SOLUTIONS	PESTICIDES	3,400.57
00392907	VERIZON WIRELESS	DATA SERVICES	76.02
00392916	DELTA DENTAL	INSURANCE PREMIUM	60.18
00392956	DKF SOLUTIONS GROUP LLC	TRAINING	135.00
00392959	EAST BAY WORK WEAR	UNIFORMS	113.63
00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	183.91
00392998	PACIFIC PRODUCTS AND SERVICES	STREET NAME SIGN POST CAPS	954.74
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	231.13
00939147	RSM DESIGN	PROFESSIONAL SERVICES	1,912.50
00939201	COMPUTERLAND	COMPUTER EQUIPMENT	1,263.73
Public Works-Signal/Street Lights			
00392720	AT AND T MOBILITY	DATA SERVICES	40.81
00392761	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	37,702.54
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,782.15
00392892	STATE OF CALIFORNIA	TRAFFIC SIGNAL MAINTENANCE	5,293.88
00392912	WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	5,423.02
00939094	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	6,485.48
00939204	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	10,646.84
Public Works-Facilities Maintenance			
00392710	AMERICAN PLUMBING INC	PLUMBING SERVICE	225.00
00392758	COMBINATION LOCK AND SAFE	MAINTENANCE SERVICES	110.00
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	206.23
00392862	PACIFIC GAS AND ELECTRIC CO	GAS	10,212.78
00392907	VERIZON WIRELESS	DATA SERVICES	38.01

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00392939	BLUE STAR COMPANY INC	RECYCLING SERVICES	1,934.00
00392953	CCC FIRE PROTECTION DISTRICT	FALSE ALARM FEE	471.00
00392957	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	1,989.02
00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	67.42
00393002	PEPPER INVESTMENTS INC	DISINFECTION SERVICES	300.00
00393007	ROBINS LOCK AND KEY	SUPPLIES	125.00
00939048	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	246.91
00939138	RED WING SHOE STORE	SAFETY SHOES - J MARTINEZ	300.00
Public Works-Parks Maint			
00392709	ALTA FENCE	FENCE REPLACEMENT	1,653.00
00392710	AMERICAN PLUMBING INC	PLUMBING SUPPLIES	390.00
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,053.06
00392872	ROBINS LOCK AND KEY	SUPPLIES	465.28
00392924	ANTIOCH ACE HARDWARE	SUPPLIES	67.49
00392997	OUTDOOR CREATIONS INC	SUPPLIES	196.65
00393004	POLYMENDERS	VANDALISM REPAIRS	2,485.00
00939166	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	3,923.48
00939204	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,544.48
Public Works-Median/General Land			
00392856	NUTRIEN AG SOLUTIONS	PESTICIDES	4,708.68
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,799.70
00392880	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,588.00
00392916	DELTA DENTAL	INSURANCE PREMIUM	49.65
00392921	AL FRESCO LANDSCAPING INC	LANDSCAPE MAINTENANCE	9,146.34
00392925	ANTIOCH ACE HARDWARE	SUPPLIES	17.00
00392929	AT AND T MCI	CONNECTION SERVICES	275.21
00393021	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	4,500.00
00393023	TARGET SPECIALTY PRODUCTS	HERBICIDE	1,132.88
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	231.13
00939094	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	219.48
00939166	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION SUPPLIES	12,971.87
00939201	COMPUTERLAND	COMPUTER EQUIPMENT	1,257.73
Police Administration			
00206580	AMERICAN RIVER COLLEGE	ADDITIONAL CLASS FEE	1.00
00206864	CONCORD UNIFORMS LLC	PROFESSIONAL SERVICES	21.64
00392736	BROGDON, CASEY AMON	TRAINING PER DIEM	760.00
00392750	CITY OF FAIRFIELD	RANGE FEES	486.00
00392769	CSI FORENSIC SUPPLY	SUPPLIES	497.52
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	3,661.68
00392788	FERNANDES TOWING INC	RV CONTRACT TOWING	3,000.00
00392792	FULL CIRCLE TRAINING SOLUTIONS	TRAINING - D NIEVES	399.00
00392793	FULL CIRCLE TRAINING SOLUTIONS	TRAINING - S LATTUCA	399.00
00392795	GALLS LLC	EQUIPMENT	2,138.91
00392811	IBS OF TRI VALLEY	BATTERIES	541.24
00392813	IXII GROUP INC	TRAINING - M CHAVARRIA	99.00
00392814	IXII GROUP INC	TRAINING - V NORRIS	99.00
00392815	IXII GROUP INC	TRAINING - A SOARES	99.00
00392826	KUSTOM SIGNALS INC	RADAR TRAILER	13,208.95

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00392827	LATTUCA, STEPHANIE	TRAINING PER DIEM	132.00
00392853	NET TRANSCRIPTS	TRANSCRIPTION SERVICE	76.49
00392855	NIEVES, DIANE GUADALUPE	TRAINING PER DIEM	132.00
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	609.93
00392870	RIVERSIDE COMMUNITY COLLEGE	TRAINING - PRIETO & RODRIGUEZ	368.00
00392879	SHRED IT INC	SHREDDING SERVICES	1,048.30
00392884	SSDTTF	TRAINING - J EVANS	133.00
00392885	SSDTTF	TRAINING - J COLLEY	133.00
00392886	SSDTTF	TRAINING - T LEO-VANN	133.00
00392887	SSDTTF	TRAINING - N SHIPILOV	133.00
00392904	UNITED STATES POSTAL SERVICE	PREPAID POSTAGE	2,000.00
00392930	AT AND T MOBILITY	CELL PHONES	7,001.77
00392933	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	10,059.27
00392938	BLEDSOE, LOREN M	TRAINING PER DIEM	380.00
00392940	BORG, THOMAS	TRAINING PER DIEM	594.00
00392946	COLE, SHANE RYAN	TRAINING PER DIEM	594.00
00392952	CONTRA COSTA FIRE EQUIPMENT	INSPECTION SERVICES	430.01
00392955	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	4,605.10
00392958	EAN SERVICES LLC	RENTAL CAR - T CHANG	728.42
00392966	GOODALE, JAMIE	EXPENSE REIMBURSEMENT	36.31
00392970	HAMILTON, JUSTIN MATTHEW	TRAINING PER DIEM	594.00
00392977	KENDALL, PRICE JULIUS	TRAINING PER DIEM	275.00
00392980	LEXISNEXIS	DATABASE	252.50
00392985	MII TRAINING INNOVATIONS LLC	TRAINING - A HUGHES	475.00
00392986	MII TRAINING INNOVATIONS LLC	TRAINING - A CRANDELL	475.00
00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	2,039.09
00392999	PADILLA, BEN C	TRAINING PER DIEM	594.00
00393011	SAN DIEGO POLICE EQUIPMENT	SUPPLIES	5,150.26
00393016	SMITH, THOMAS S	TRAINING PER DIEM	380.00
00393027	UNITED PARCEL SERVICE	SHIPPING	49.53
00393033	WINTER CHEVROLET CO	ENGINE REPAIR	4,245.59
00939033	CANON FINANCIAL SERVICES	COPIER LEASE	1,907.18
00939120	MOBILE MINI LLC	EVIDENCE STORAGE	160.81
00939134	PROFORCE MARKETING INC	EQUIPMENT	943.92
Police Community Policing			
00392809	HUNT AND SONS INC	FUEL	119.57
00392810	HUNT AND SONS INC	FUEL	185.78
00392908	VICTORY TACTICAL GEAR	BALLISTIC VESTS AND HELMETS	46,160.21
00392916	DELTA DENTAL	INSURANCE PREMIUM	172.84
Police Traffic Division			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	24.52
Police Investigations			
00392759	CONTRA COSTA COUNTY	LAB FEES	21,256.50
00392760	CONTRA COSTA COUNTY	REMOTE ACCESS NETWORK BOARD	131,678.00
00392836	MARCOTTE, BROCK A	EXPENSE REIMBURSEMENT	52.01
00392902	TRANSUNION RISK ADS	DATABASE	94.60
00392933	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	216.55

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Police Communications			
00392704	AEROTEK INC	SOFTWARE MAINTENANCE	877.50
00392705	AEROTEK INC	SOFTWARE MAINTENANCE	472.50
00392718	AT AND T	PHONE LINES	53.62
00392863	PACIFIC TELEMANAGEMENT SERVICES	LOBBY PAY PHONE	78.00
00392907	VERIZON WIRELESS	PATROL VEHICLE MODEMS	2,774.73
00392928	AT AND T MCI	PHONE	2,530.29
00392933	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	248.00
Office Of Emergency Management			
00392766	COSTCO	VARIOUS BUSINESS EXPENSES	174.78
00392919	AIR CHASER INC	COVID EQUIPMENT	2,099.12
00393022	SUPERCO SPECIALTY PRODUCTS	COVID EQUIPMENT	1,117.07
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	22.54
Police Facilities Maintenance			
00392862	PACIFIC GAS AND ELECTRIC CO	GAS AND ELECTRIC	13,986.51
00392873	ROBINS LOCK AND KEY	REPAIR SERVICES	343.10
00939094	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	258.12
Community Development Land Planning Services			
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	1,220.56
00392784	EMPOWER SOLAR INC	GP MAINT FEE REFUND	17.99
00392961	ESP CONTRACTING	GP MAINT FEE REFUND	14.08
00393030	VIVINT SOLAR INC	GP MAINT FEE REFUND	17.21
CD Code Enforcement			
00392743	CACEO	TRAINING WEBINARS	176.00
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	2,043.18
00392888	STAMM ENTERPRISES, LTD	STORAGE RENTAL	470.00
00392973	INTERNATIONAL CODE COUNCIL	TRAINING WEBINARS	360.00
PW Engineer Land Development			
00392755	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	21,467.50
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	822.50
00392907	VERIZON WIRELESS	DATA SERVICES	152.04
00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	115.82
00393029	VERIZON WIRELESS	DATA SERVICES	51.75
00939033	CANON FINANCIAL SERVICES	COPIER LEASE	98.88
00939200	CANON FINANCIAL SERVICES	COPIER LEASE	123.24
00939211	TESTING ENGINEERS INC	PROFESSIONAL SERVICES	14,298.25
Community Development Building Inspection			
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	2,043.09
00392784	EMPOWER SOLAR INC	ENERGY INSP FEE REFUND	254.56
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	414.40
00392961	ESP CONTRACTING	ENERGY INSP FEE REFUND	251.42
00393030	VIVINT SOLAR INC	ENERGY INSP FEE REFUND	253.92
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	4,209.42
Capital Imp. Administration			
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	610.17
00392907	VERIZON WIRELESS	DATA SERVICES	76.02
00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	172.60

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209	**RMRA Fund**		
Non Departmental			
Streets			
00939207	MCK SERVICES INC	PAVEMENT REHABILITATION PROJECT	454,643.56
212	**CDBG Fund**		
CDBG			
00392945	CITY DATA SERVICES LLC	CDBG SERVICES	940.00
CDBG-CV			
00392945	CITY DATA SERVICES LLC	CDBG SERVICES	220.00
213	**Gas Tax Fund**		
Streets			
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	34,897.66
00392900	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	8,305.28
214	**Animal Control Fund**		
Animal Control			
00392764	CONTRA COSTA SPCA	SPAY/NEUTER VOUCHERS	400.00
00392778	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,944.14
00392808	HILLS PET NUTRITION	ANIMAL FOOD	186.01
00392823	KOEFRAN SERVICES INC	CREMATION SERVICES	1,850.00
00392849	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,450.66
00392862	PACIFIC GAS AND ELECTRIC CO	GAS AND ELECTRIC	1,722.03
00392898	TAIL WAG INN VETERINARY HOSPITAL	VETERINARY SERVICES	77.00
00392984	MCCARTHY, ALEXANDRA	TRAINING PER DIEM	330.00
219	**Recreation Fund**		
Non Departmental			
00392833	LY, DUNG	CHECK REPLACEMENT	58.00
00392881	SILVA, CONCEPCION	CHECK REPLACEMENT	1,000.00
00392979	LA PALABRA DE DIOS	RENTAL DEPOSIT REFUND	500.00
00392988	MORALES, CLARA	RENTAL DEPOSIT REFUND	500.00
Nick Rodriguez Community Cent			
00392862	PACIFIC GAS AND ELECTRIC CO	GAS AND ELECTRIC	1,806.80
00392913	WESTAMERICA BANK	COPIER LEASE	270.80
Senior Programs			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	25.76
00392862	PACIFIC GAS AND ELECTRIC CO	GAS AND ELECTRIC	1,204.54
00392916	DELTA DENTAL	INSURANCE PREMIUM	172.84
Recreation Sports Programs			
00392763	CONTRA COSTA HEALTH SERVICES	HEALTH PERMIT FEE	732.00
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,234.66
Recreation-Comm Center			
00392757	COLE SUPPLY CO INC	SUPPLIES	565.11
00392766	COSTCO	VARIOUS BUSINESS EXPENSES	641.74
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	18.56
00392907	VERIZON WIRELESS	DATA SERVICES	38.01
00392916	DELTA DENTAL	INSURANCE PREMIUM	90.27
00392935	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00393026	UNIQUE PEST CONTROL	BIRD PEST CONTROL	400.00

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Recreation Water Park			
00392762	CONTRA COSTA HEALTH SERVICES	CONCESSIONS HEALTH PERMITS	1,464.00
00392766	COSTCO	VARIOUS BUSINESS EXPENSES	355.33
00392862	PACIFIC GAS AND ELECTRIC CO	GAS AND ELECTRIC	10,453.49
00392916	DELTA DENTAL	INSURANCE PREMIUM	90.27
00392978	KNORR SYSTEMS INC	CHEMICALS	1,711.22
222	**Measure C/J Fund**		
Streets			
00392954	CCC TRANSPORTATION AUTHORITY	ANNUAL CONGESTION MGMT COSTS	11,820.00
226	**Solid Waste Reduction Fund**		
Non Departmental			
00392818	K DESIGNERS/JUDSON ENTERPRISES	CHECK REPLACEMENT	35.00
Solid Waste Used Oil			
00392773	DELTA DIABLO	HHW PROGRAM	1,835.66
00392949	CONTRA COSTA COUNTY	REGIONAL OIL RECYCLING ADS	5,000.00
Solid Waste			
00392735	BRETT MR ECO EDWARDS	EDUCATION SERVICES	1,700.00
00392773	DELTA DIABLO	HHW PROGRAM	9,711.72
00392812	ICLEI USA MEMBERSHIP	MEMBERSHIP RENEWAL	1,750.00
00392831	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	939.39
229	**Pollution Elimination Fund**		
Channel Maintenance Operation			
00392709	ALTA FENCE	FENCE INSTALLATION	115.00
00939197	WSP USA INC	CONSULTING SERVICES	2,444.96
00939213	WSP USA INC	CONSULTING SERVICES	2,267.76
251	**Lone Tree SLLMD Fund**		
Lonetree Maintenance Zone 1			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	0.45
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	784.20
00392880	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,870.40
00392916	DELTA DENTAL	INSURANCE PREMIUM	8.21
00393015	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,870.40
Lonetree Maintenance Zone 2			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	3.21
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	720.00
00392916	DELTA DENTAL	INSURANCE PREMIUM	52.26
Lonetree Maintenance Zone 3			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	1.76
00392916	DELTA DENTAL	INSURANCE PREMIUM	30.36
252	**Downtown SLLMD Fund**		
Downtown Maintenance			
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	373.99
253	**Almondridge SLLMD Fund**		
Almondridge Maintenance			
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	215.73
254	**Hillcrest SLLMD Fund**		
Hillcrest Maintenance Zone 1			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	4.00

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00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	733.56
00392916	DELTA DENTAL	INSURANCE PREMIUM	50.73
00939166	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	1,472.37
Hillcrest Maintenance Zone 2			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	2.00
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	753.75
00392916	DELTA DENTAL	INSURANCE PREMIUM	30.64
Hillcrest Maintenance Zone 4			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	1.60
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	686.96
00392916	DELTA DENTAL	INSURANCE PREMIUM	23.30
00939210	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	455.85
255	**Park 1A Maintenance District Fund**		
Park 1A Maintenance District			
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	200.58
00392922	ALTA FENCE	RV FENCE UPGRADE	19,368.00
256	**Citywide 2A Maintenance District Fund**		
Citywide 2A Maintenance Zone 3			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	0.40
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	79.07
00392916	DELTA DENTAL	INSURANCE PREMIUM	6.13
Citywide 2A Maintenance Zone 4			
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	355.71
00392880	SILVA LANDSCAPE	LANDSCAPE SERVICES	24,200.00
00392895	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	2,200.00
00392916	DELTA DENTAL	INSURANCE PREMIUM	1.50
00939166	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	821.93
Citywide 2A Maintenance Zone 5			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	0.80
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	630.14
00392916	DELTA DENTAL	INSURANCE PREMIUM	10.45
Citywide 2A Maintenance Zone 6			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	0.20
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	248.51
00392916	DELTA DENTAL	INSURANCE PREMIUM	2.16
Citywide 2A Maintenance Zone 8			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	0.80
00392916	DELTA DENTAL	INSURANCE PREMIUM	14.66
Citywide 2A Maintenance Zone 9			
00392733	BLUE SHIELD LIFE	INSURANCE PREMIUM	0.80
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	490.97
00392916	DELTA DENTAL	INSURANCE PREMIUM	13.15
Citywide 2A Maintenance Zone10			
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	142.81
257	**SLLMD Administration Fund**		
SLLMD Administration			
00392907	VERIZON WIRELESS	DATA SERVICES	76.02
00392983	LOWES COMPANIES INC	SUPPLIES	67.76

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00939201	COMPUTERLAND	COMPUTER EQUIPMENT	346.30
259	**East Lone Tree SLLMD Fund**		
Zone 1-District 10			
00392920	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	28,224.00
311	**Capital Improvement Fund**		
Energy Efficiency			
00392831	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	939.40
376	**Lone Diamond Fund**		
Assessment District			
00392747	CENTRAL SELF STORAGE ANTIOCH	STORAGE RENTAL	317.00
410	**2015 Refunding Bond (2001ABAG) Fund**		
Non Departmental			
00392936	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	250.27
Non Departmental			
00392936	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	155.73
417	**2015 Ref Bond (02 Lease Rev) Fund**		
Non Departmental			
00392936	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	1,260.00
Non Departmental			
00392936	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	784.00
569	**Vehicle Replacement Fund**		
Equipment Maintenance			
00392851	NATIONAL AUTO FLEET GROUP	REPLACEMENT DUMP TRUCK	61,846.43
570	**Equipment Maintenance Fund**		
Non Departmental			
00392713	ANTIOCH AUTO PARTS	CHECK REPLACEMENT	9.80
00392752	CLASSY GLASS TINTING	CHECK REPLACEMENT	175.00
Equipment Maintenance			
00392713	ANTIOCH AUTO PARTS	AUTO PARTS	1,898.12
00392717	ARROWHEAD 24 HOUR TOWING	TOWING SERVICES	115.00
00392730	BILL BRANDT FORD	MAINTENANCE SERVICES	2,578.96
00392787	FASTRAK VIOLATION PROCESSING	TOLL VIOLATION	16.00
00392820	KEN KELLER SALES	AUTO PARTS	621.83
00392847	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	253.51
00392860	ONE 800 RADIATOR	AUTO PARTS	194.47
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	572.74
00392896	STOMMEL INC	EQUIPMENT	81.02
00392907	VERIZON WIRELESS	DATA SERVICES	38.01
00392910	WALNUT CREEK FORD	AUTO PARTS	71.89
00392927	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	115.00
00392962	FASTSIGNS	FLEET BUSINESS CARDS	90.18
00392996	OREILLY AUTO PARTS	SUPPLIES	1,036.54
00393024	TRED SHED, THE	TIRES	2,835.55
00939026	BIG SKY ENVIRONMENTAL SOLUTIONS	HAZARDOUS WASTE	350.00
00939130	PETERSON TRACTOR CO	PARTS	456.49
573	**Information Services Fund**		
Non Departmental			
00392934	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,096.49

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Information Services			
00392931	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	35.62
00393029	VERIZON WIRELESS	DATA SERVICES	745.59
Network Support & PCs			
00392781	ECS IMAGING INC	LASERFICHE MAINTENANCE	610.17
00392928	AT AND T MCI	PHONE	582.90
00392931	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	53.41
00392947	COMCAST	CONNECTION SERVICES	316.32
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	110.85
00939202	DIGITAL SERVICES	WEBSITE MAINTENANCE	8,710.00
00939204	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	548.56
Telephone System			
00392719	AT AND T MCI	LONG DISTANCE LINES	27.82
GIS Support Services			
00392745	CALIFORNIA SURVEYING & DRAFT.	SUPPLIES	935.43
00393029	VERIZON WIRELESS	DATA SERVICES	1,038.36
00939063	DIGITAL SERVICES	SERVER LEASE	663.36
00939201	COMPUTERLAND	COMPUTER EQUIPMENT	441.45
Office Equipment Replacement			
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	278.63
577	**Post Retirement Medical-Police Fund**		
Non Departmental			
00392732	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00392744	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00392772	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00392796	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00392828	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00392837	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00392838	RETIREE	MEDICAL AFTER RETIREMENT	203.41
00392839	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00392846	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00392854	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00392897	RETIREE	MEDICAL AFTER RETIREMENT	64.00
00939011	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939012	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939016	RETIREE	MEDICAL AFTER RETIREMENT	995.12
00939017	RETIREE	MEDICAL AFTER RETIREMENT	304.50
00939020	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939021	RETIREE	MEDICAL AFTER RETIREMENT	1,548.23
00939024	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939025	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939034	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939039	RETIREE	MEDICAL AFTER RETIREMENT	994.14
00939041	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00939044	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00939046	RETIREE	MEDICAL AFTER RETIREMENT	623.74
00939059	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939060	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28

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00939068	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939069	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00939070	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939085	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939088	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939089	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939090	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00939091	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939102	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939103	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939106	RETIREE	MEDICAL AFTER RETIREMENT	212.28
00939119	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00939122	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00939123	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939135	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939136	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00939140	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939142	RETIREE	MEDICAL AFTER RETIREMENT	1,077.46
00939145	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00939155	RETIREE	MEDICAL AFTER RETIREMENT	594.83
00939157	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939168	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939170	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00939176	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939177	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939181	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00939189	RETIREE	MEDICAL AFTER RETIREMENT	435.31
00939193	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939194	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00939196	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00939199	RETIREE	MEDICAL AFTER RETIREMENT	670.64
578	**Post Retirement Medical-Misc Fund**		
Non Departmental			
00393010	RETIREE	CHECK REPLACEMENT	100.69
00392729	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00392740	RETIREE	MEDICAL AFTER RETIREMENT	1,132.76
00392774	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00392791	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00392799	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00392804	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00392868	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00392875	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00392906	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00939013	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939015	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939019	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939029	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939031	RETIREE	MEDICAL AFTER RETIREMENT	211.69

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00939035	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939036	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939037	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939040	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939047	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939052	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939053	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939055	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939058	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939064	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939065	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939066	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939067	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939074	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00939075	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939077	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939078	RETIREE	MEDICAL AFTER RETIREMENT	125.39
00939079	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939084	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939087	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939097	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939098	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939101	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939105	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939110	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939112	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939113	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939116	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939118	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939129	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939131	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939132	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939139	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939144	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939149	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939154	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939156	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939162	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939174	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939179	RETIREE	MEDICAL AFTER RETIREMENT	48.08
00939180	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939182	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939184	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939192	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939195	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939198	RETIREE	MEDICAL AFTER RETIREMENT	566.38

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579 Post Retirement Medical-Mgmt Fund

Non Departmental

00392751	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00392790	RETIREE	MEDICAL AFTER RETIREMENT	93.96
00392800	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00392805	RETIREE	MEDICAL AFTER RETIREMENT	202.28
00392806	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00392840	RETIREE	MEDICAL AFTER RETIREMENT	467.23
00392844	RETIREE	MEDICAL AFTER RETIREMENT	731.38
00392905	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939014	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939022	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939023	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939027	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939028	RETIREE	MEDICAL AFTER RETIREMENT	174.48
00939030	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939032	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939038	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939042	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939043	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939045	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00939049	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00939050	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939051	RETIREE	MEDICAL AFTER RETIREMENT	168.56
00939054	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939056	RETIREE	MEDICAL AFTER RETIREMENT	446.98
00939057	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939062	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939071	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939072	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939073	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939080	RETIREE	MEDICAL AFTER RETIREMENT	383.40
00939081	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939082	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939083	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939092	RETIREE	MEDICAL AFTER RETIREMENT	355.47
00939093	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00939096	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939099	RETIREE	MEDICAL AFTER RETIREMENT	696.38
00939100	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939104	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00939107	RETIREE	CHECK REPLACEMENT	660.76
00939108	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939109	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939111	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939114	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00939115	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939117	RETIREE	MEDICAL AFTER RETIREMENT	1,321.55

00939121	RETIREE	MEDICAL AFTER RETIREMENT	206.97
00939124	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939125	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939126	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939127	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939128	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939133	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939141	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00939143	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939146	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939148	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939150	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939151	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939152	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00939153	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939158	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939160	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939161	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939163	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939164	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00939165	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939167	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939169	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00939171	RETIREE	MEDICAL AFTER RETIREMENT	239.58
00939173	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939175	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939178	RETIREE	MEDICAL AFTER RETIREMENT	418.26
00939183	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939185	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939186	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939187	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939188	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939190	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939191	RETIREE	MEDICAL AFTER RETIREMENT	1,833.44
611	**Water Fund**		
Non Departmental			
00392708	ALL PRO PRINTING SOLUTIONS	SUPPLIES	3,940.03
00392723	EMPLOYEE	CHECK REPLACEMENT	45.03
00392726	BAY AREA BARRICADE	SUPPLIES	623.12
00392767	EMPLOYEE	CHECK REPLACEMENT	7.49
00392776	EMPLOYEE	CHECK REPLACEMENT	151.44
00392789	EMPLOYEE	CHECK REPLACEMENT	138.36
00392797	EMPLOYEE	CHECK REPLACEMENT	124.86
00392824	KUNPENG REAL ESTATE INVEST	CHECK REPLACEMENT	208.38
00392843	EMPLOYEE	CHECK REPLACEMENT	58.16
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	1,746.34
00392874	ROMARCO PROPERTIES	CHECK REPLACEMENT	145.15
00392877	EMPLOYEE	CHECK REPLACEMENT	83.83

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00392882	EMPLOYEE	CHECK REPLACEMENT	105.05
00392889	EMPLOYEE	CHECK REPLACEMENT	145.96
00392915	EMPLOYEE	CHECK REPLACEMENT	51.92
00392971	EMPLOYEE	CHECK REPLACEMENT	46.38
00393003	EMPLOYEE	CHECK REPLACEMENT	7.48
00939076	GRAINGER INC	SUPPLIES	1,143.67
Water Supervision			
00392907	VERIZON WIRELESS	DATA SERVICES	152.04
Water Production			
00392711	ANTIOCH ACE HARDWARE	SUPPLIES	16.70
00392713	ANTIOCH AUTO PARTS	BATTERIES	258.34
00392734	BORGES AND MAHONEY	SUPPLIES	74.17
00392741	BURLINGAME ENGINEERS INC	SUPPLIES	1,913.84
00392749	CITY OF BRENTWOOD	GROUNDWATER SERVICES	2,161.10
00392765	CONTRA COSTA WATER DISTRICT	RAW WATER FEE	845,189.33
00392779	EAST BAY WORK WEAR	SAFETY SHOES - M HICKS	246.53
00392802	HACH CO	LAB SUPPLIES	224.09
00392862	PACIFIC GAS AND ELECTRIC CO	GAS AND ELECTRIC	86,583.73
00392867	POLYDYNE INC	POLYMER	8,213.07
00392891	STATE OF CALIFORNIA	INSPECTION FEE	225.00
00392907	VERIZON WIRELESS	DATA SERVICES	38.01
00392911	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	6,987.50
00392926	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	67.94
00392974	KAPSCH TRAFFICCOM USA INC	PROGRAMMING SERVICES	8,190.00
00392975	KARL NEEDHAM ENTERPRISES	EQUIPMENT RENTAL	24,625.95
00392976	KELLY MOORE PAINT CO	SUPPLIES	165.92
00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	189.28
00393027	UNITED PARCEL SERVICE	SHIPPING	70.69
00393028	UNIVAR SOLUTIONS USA INC	CHEMICALS	23,010.58
00939048	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	404.31
00939076	GRAINGER INC	SUPPLIES	328.84
00939130	PETERSON TRACTOR CO	EQUIPMENT RENTAL	4,419.54
00939138	RED WING SHOE STORE	SAFETY SHOES - G FOSTER	250.00
Water Distribution			
00392713	ANTIOCH AUTO PARTS	TOOLS	423.38
00392714	ANTIOCH BUILDING MATERIALS	ASPHALT	5,512.24
00392742	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	2,050.00
00392771	CWEA SFBS	MEMBERSHIP RENEWAL	192.00
00392773	DELTA DIABLO	RECYCLED WATER	7,911.23
00392786	FASTENAL CO	INDUSTRIAL SUPPLIES	339.39
00392821	KLEINFELDER INC	PROFESSSIONAL SERVICES	2,266.50
00392829	LES SCHWAB TIRES OF CA	TIRES	286.44
00392834	M AND L OVERHEAD DOORS	MAINTENANCE SERVICES	2,668.60
00392852	NCBPA	RECERTIFICATIONS	1,650.00
00392857	OCT ACADEMY MCCLELLAN PARK	TRAINING COURSE	1,000.00
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	329.47
00392869	RESTORATION MANAGEMENT CO	WATER DAMAGE RESTORATION	6,611.81
00392907	VERIZON WIRELESS	DATA SERVICES	418.11

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00392916	DELTA DENTAL	INSURANCE PREMIUM	184.03
00392924	ANTIOCH ACE HARDWARE	EQUIPMENT	83.64
00392934	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	35.60
00392959	EAST BAY WORK WEAR	SAFETY SHOES - L REYES	300.00
00392962	FASTSIGNS	DISTRIBUTION BUSINESS CARDS	212.54
00392964	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	27,079.42
00392983	LOWES COMPANIES INC	SUPPLIES	72.56
00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	351.16
00393007	ROBINS LOCK AND KEY	MAINTENANCE SERVICES	350.30
00393025	ULINE	SUPPLIES	1,271.49
00393027	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.00
00393032	WATERWISEPRO TRAINING LLC	TRAINING COURSE	3,850.00
00939018	BADGER METER INC	WATER METER AND METER PARTS	28,419.41
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	231.13
00939076	GRAINGER INC	SUPPLIES	2,117.93
00939095	INFOSEND INC	PRINT & MAIL SERVICES	3,584.33
00939120	MOBILE MINI LLC	STORAGE	332.59
00939201	COMPUTERLAND	COMPUTER EQUIPMENT	1,257.73
00939204	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	231.09
00939205	INFOSEND INC	PRINT & MAIL SERVICES	1,502.40
Public Buildings & Facilities			
00206921	CONTRA COSTA COUNTY	RECORDING FEES	50.00
00206922	CONTRA COSTA COUNTY	RECORDING FEES	50.00
00392746	CDM SMITH INC	CONSULTING SERVICES	65,526.68
00392821	KLEINFELDER INC	PROFESSIONAL SERVICES	2,450.75
00392893	SWRCB	SITE CLEAN-UP PROGRAM	1,493.91
00392914	WOODARD AND CURRAN	PROFESSIONAL SERVICES	446.00
00392941	BPXPRESS PRINTING AND GRAPHICS	PROFESSIONAL SERVICES	5,466.55
621	**Sewer Fund**		
Swr-Wastewater Administration			
00392711	ANTIOCH ACE HARDWARE	SUPPLIES	3.92
00392714	ANTIOCH BUILDING MATERIALS	ASPHALT	5,512.26
00392742	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	2,050.00
00392773	DELTA DIABLO	HHW PROGRAM	19,452.62
00392775	DKF SOLUTIONS GROUP LLC	TRAINING COURSE	1,010.00
00392816	JACK DOHENY SUPPLIES INC	EQUIPMENT	703.75
00392829	LES SCHWAB TIRES OF CA	TIRES	286.47
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	540.50
00392862	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	415.17
00392907	VERIZON WIRELESS	DATA SERVICES	304.08
00392916	DELTA DENTAL	INSURANCE PREMIUM	63.68
00392924	ANTIOCH ACE HARDWARE	TOOLS	141.53
00392934	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	35.61
00392943	CD AND POWER	REPAIR SERVICES	1,340.41
00392956	DKF SOLUTIONS GROUP LLC	TRAINING	135.00
00392964	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	27,079.43
00392972	INFRASTRUCTURE TECHNOLOGIES	CCTV SOFTWARE	9,650.00
00392987	MOBILE LIVING TRUCK ACCESS	TRUCK ACCESSORY	4,303.90

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00392995	OFFICE DEPOT INC	OFFICE SUPPLIES	357.20
00393006	RAMIREZ, ROSALIE E	EXPENSE REIMBURSEMENT	130.00
00393009	ROMANO, THEODORE CONRAD	EXPENSE REIMBURSEMENT	130.00
00393029	VERIZON WIRELESS	DATA SERVICES	826.73
00939061	DELL COMPUTER CORP	COMPUTER EQUIPMENT	231.13
00939095	INFOSEND INC	PRINT AND MAIL SERVICES	3,584.31
00939138	RED WING SHOE STORE	SAFETY SHOES - T ROMANO	300.00
00939159	SCOTTO, CHARLES W AND DONNA	BUILDING LEASE	5,000.00
00939201	COMPUTERLAND	COMPUTER EQUIPMENT	1,257.70
00939204	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	231.09
00939205	INFOSEND INC	PRINT AND MAIL SERVICES	1,502.39
631	**Marina Fund**		
Marina Administration			
00392779	EAST BAY WORK WEAR	SAFETY SHOES - RUSSELL	277.63
00392807	HENDERSON MARINE SUPPLY	SUPPLIES	1,157.64
00392858	OFFICE DEPOT INC	OFFICE SUPPLIES	72.81
00392862	PACIFIC GAS AND ELECTRIC	GAS AND ELECTRIC	5,244.82
00393012	SCRIBBLE SOFTWARE INC	SOFTWARE	350.00

CITY OF ANTIOCH CALIFORNIA

AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
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227 Housing Fund

Housing

00392685	SHELTER INC	CDBG SERVICES	7,221.06
00392801	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	3,015.00
00392831	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	939.39
00392945	CITY DATA SERVICES LLC	CDBG SERVICES	1,540.00
00392968	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	6,665.25

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer

SUBJECT: Approval of Treasurer's Report for February 2021

RECOMMENDED ACTION

It is recommended that the City Council receive and file the February 2021 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

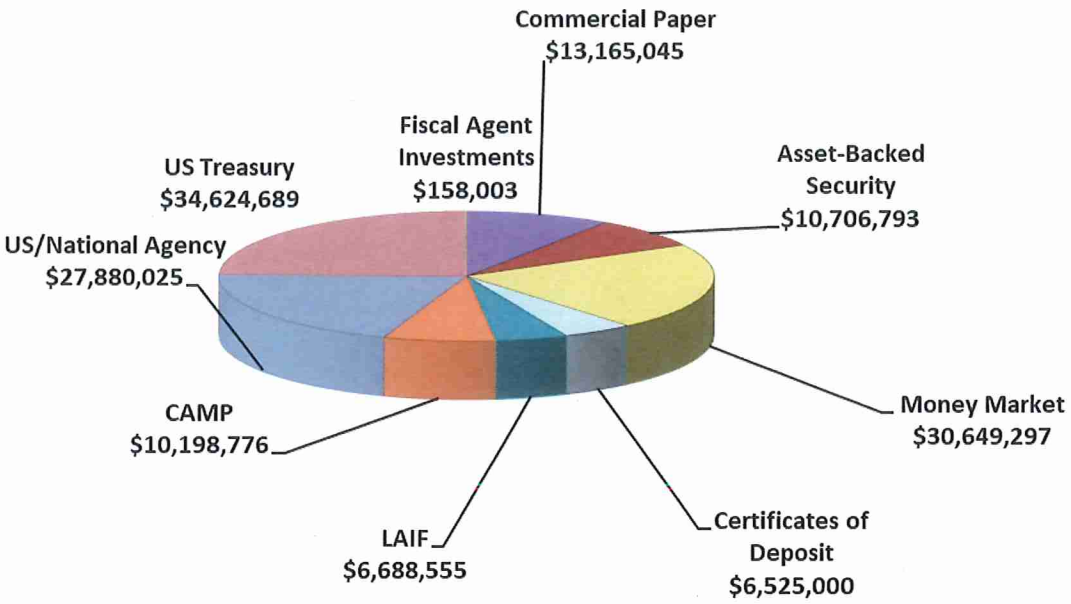
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

FEBRUARY 28, 2021



Total of City and Fiscal Agent Investments = $140,596,183

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.

Lauren Posada
City Treasurer

Dawn Merchant
Finance Director

Summary of Fiscal Agent Balances by Debt Issue

	Amount
Antioch Public Financing Authority 2015 Bonds	1
Antioch Development Agency 2009 Tax Allocation Bonds	158,001
	$158,003

Account Statement - Transaction Summary

For the Month Ending **February 28, 2021**

City of Antioch - City of Antioch - 6090-001

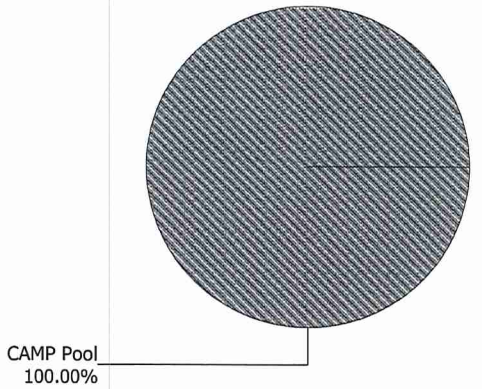
CAMP Pool

Opening Market Value	10,198,029.83
Purchases	745.99
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$10,198,775.82**
Cash Dividends and Income	745.99

Asset Summary

	February 28, 2021	January 31, 2021
CAMP Pool	10,198,775.82	10,198,029.83
Total	**$10,198,775.82**	**$10,198,029.83**

Asset Allocation



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Managed Account Summary Statement

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	**$93,537,733.50**
Maturities/Calls	(605,660.59)
Principal Dispositions	(3,173,737.08)
Principal Acquisitions	4,412,243.17
Unsettled Trades	0.00
Change in Current Value	(134,147.60)
Closing Market Value	**$94,036,431.40**

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	3,192,783.25
Coupon/Interest/Dividend Income	157,432.82
Principal Payments	605,660.59
Security Purchases	(4,607,484.27)
Net Cash Contribution	651,607.61
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	176,478.99
Less Purchased Interest Related to Interest/Coupons	(241.10)
Plus Net Realized Gains/Losses	80,738.19
Total Cash Basis Earnings	**$256,976.08**

Cash Balance

Closing Cash Balance	**$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	92,901,552.11
Ending Accrued Interest	216,989.19
Plus Proceeds from Sales	3,192,783.25
Plus Proceeds of Maturities/Calls/Principal Payments	605,660.59
Plus Coupons/Dividends Received	157,432.82
Less Cost of New Purchases	(4,412,484.27)
Less Beginning Amortized Value of Securities	(92,194,825.97)
Less Beginning Accrued Interest	(289,469.36)
Total Accrual Basis Earnings	**$177,638.36**

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Portfolio Summary and Statistics

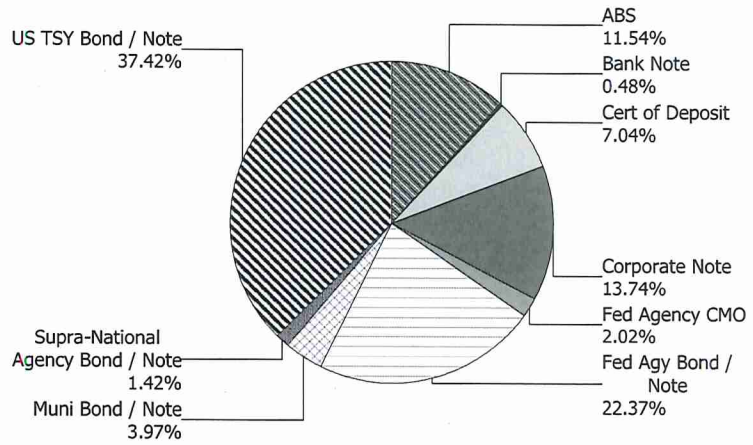
For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

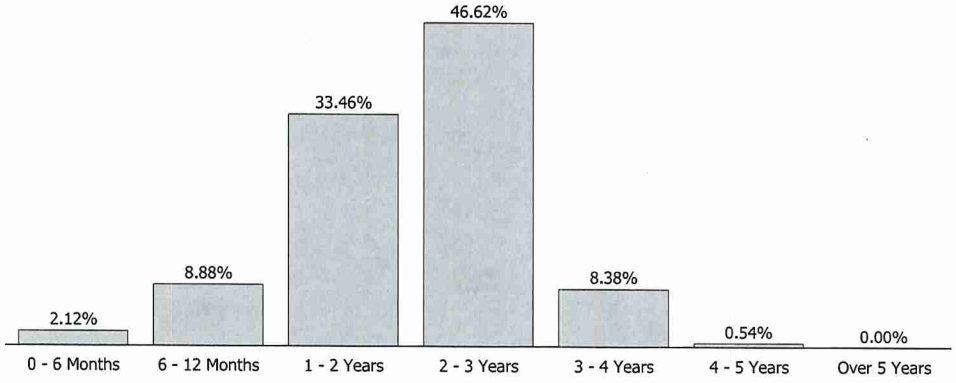
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	34,600,000.00	35,178,523.62	37.42
Supra-National Agency Bond / Note	1,335,000.00	1,338,902.82	1.42
Municipal Bond / Note	3,670,000.00	3,728,556.15	3.97
Federal Agency Collateralized Mortgage Obligation	1,852,542.92	1,901,419.70	2.02
Federal Agency Bond / Note	21,000,000.00	21,035,330.74	22.37
Corporate Note	12,531,000.00	12,924,099.12	13.74
Certificate of Deposit	6,525,000.00	6,622,031.64	7.04
Bank Note	425,000.00	454,232.78	0.48
Asset-Backed Security	10,707,731.59	10,853,334.83	11.54
Managed Account Sub-Total	**92,646,274.51**	**94,036,431.40**	**100.00%**
Accrued Interest		216,989.19	
Total Portfolio	**92,646,274.51**	**94,253,420.59**	
Unsettled Trades	**0.00**	**0.00**	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.27%
Yield to Maturity at Market	0.34%
Weighted Average Days to Maturity	764

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Managed Account Issuer Summary

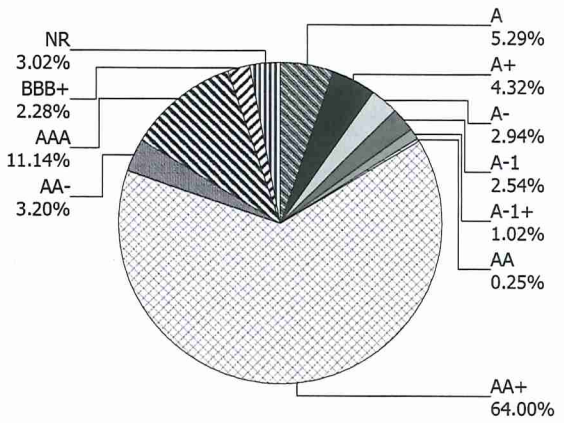
For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
3M COMPANY	255,935.75	0.27
ADOBE INC	333,749.65	0.35
ALLY AUTO RECEIVABLES TRUST	203,453.03	0.22
AMAZON.COM INC	476,565.13	0.51
APPLE INC	512,662.74	0.55
BANK OF AMERICA CO	828,355.16	0.88
BMW VEHICLE OWNER TRUST	195,775.63	0.21
BRISTOL-MYERS SQUIBB CO	592,865.36	0.63
CALIFORNIA DEPARTMENT OF WATER RESOURCES	447,930.00	0.48
CALIFORNIA EARTHQUAKE AUTHORITY	192,884.20	0.21
CAPITAL ONE FINANCIAL CORP	817,551.12	0.87
CAPITAL ONE PRIME AUTO REC TRUST	211,237.38	0.22
CARMAX AUTO OWNER TRUST	927,543.43	0.99
CATERPILLAR INC	686,971.14	0.73
CHEVRON CORPORATION	582,150.43	0.62
CITIGROUP INC	712,398.05	0.76
CLOROX COMPANY	361,905.60	0.38
COMCAST CORP	328,845.60	0.35
CREDIT AGRICOLE SA	777,000.28	0.83
CREDIT SUISSE GROUP RK	727,010.43	0.77
DEERE & COMPANY	604,863.84	0.64
DISCOVER FINANCIAL SERVICES	338,716.46	0.36
DNB ASA	903,279.13	0.96
EXXON MOBIL CORP	230,875.65	0.25
FANNIE MAE	6,397,103.45	6.80
FIFTH THIRD AUTO TRUST	251,798.57	0.27
FLORIDA STATE BOARD OF ADMIN FIN CORP	237,773.00	0.25
FORD CREDIT AUTO LEASE TRUST	121,539.32	0.13
FORD CREDIT AUTO OWNER TRUST	553,672.14	0.59
FREDDIE MAC	16,539,646.99	17.58
GENERAL DYNAMICS CORP	346,096.08	0.37
GM FINANCIAL AUTO LEASING TRUST	273,526.98	0.29

Credit Quality (S&P Ratings)



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Managed Account Issuer Summary

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL SECURITIZED TERM	612,256.06	0.65
GOLDMAN SACHS GROUP INC	698,853.08	0.74
HARLEY-DAVIDSON MOTORCYCLE TRUST	557,185.47	0.59
HOME DEPOT INC	231,735.60	0.25
HONDA AUTO RECEIVABLES	719,737.34	0.77
HONEYWELL INTERNATIONAL	614,886.72	0.65
HYUNDAI AUTO RECEIVABLES	744,597.53	0.79
IBM CORP	659,618.60	0.70
INTER-AMERICAN DEVELOPMENT BANK	669,357.75	0.71
INTL BANK OF RECONSTRUCTION AND DEV	669,545.07	0.71
JP MORGAN CHASE & CO	834,956.28	0.89
LOS ANGELES COMMUNITY COLLEGE DISTRICT	234,960.05	0.25
MERCEDES-BENZ AUTO LEASE TRUST	125,254.58	0.13
MERCEDES-BENZ AUTO RECEIVABLES	316,346.44	0.34
MORGAN STANLEY	733,173.88	0.78
NEW JERSEY TURNPIKE AUTHORITY	193,518.00	0.21
NEW YORK & NEW JERSEY PORT AUTHORITY	518,058.00	0.55
NEW YORK ST URBAN DEVELOPMENT CORP	851,939.65	0.91
NISSAN AUTO LEASE TRUST	264,535.13	0.28
NISSAN AUTO RECEIVABLES	976,391.67	1.04
NORDEA BANK ABP	819,882.40	0.87
PACCAR FINANCIAL CORP	486,217.15	0.52
PEPSICO INC	317,442.42	0.34
PFIZER INC	236,041.18	0.25
PNC FINANCIAL SERVICES GROUP	454,232.78	0.48
ROYAL BANK OF CANADA	958,382.80	1.02
SKANDINAVISKA ENSKILDA BANKEN AB	820,001.60	0.87
SOCIETE GENERALE	886,943.75	0.94
STATE OF CONNECTICUT	103,940.00	0.11
STATE OF MARYLAND	476,211.25	0.51
STATE OF WASHINGTON	471,342.00	0.50
SUMITOMO MITSUI FINANCIAL GROUP INC	729,531.25	0.78
THE BANK OF NEW YORK MELLON CORPORATION	205,862.20	0.22

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Managed Account Issuer Summary

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TOYOTA MOTOR CORP	1,051,844.84	1.12
TRUIST FIN CORP	413,449.20	0.44
UNILEVER PLC	125,402.13	0.13
UNITED STATES TREASURY	35,178,523.62	37.40
VERIZON OWNER TRUST	1,286,609.35	1.37
VOLKSWAGEN AUTO LEASE TURST	222,466.93	0.24
VOLKSWAGEN OF AMERICA	322,392.51	0.34
WORLD OMNI AUTO REC TRUST	271,123.42	0.29
Total	**$94,036,431.40**	**100.00%**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	275,000.00	AA+	Aaa	01/29/19	01/31/19	274,602.54	2.55	854.63	274,882.23	280,800.80
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	3,425,000.00	AA+	Aaa	01/07/19	01/09/19	3,362,654.30	2.50	5,144.60	3,406,262.83	3,480,656.25
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	2,800,000.00	AA+	Aaa	03/01/19	03/05/19	2,796,937.50	2.54	2,707.18	2,799,002.84	2,864,312.64
US TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	AA+	Aaa	05/01/19	05/03/19	1,050,738.28	2.23	8,891.83	1,050,280.79	1,075,265.63
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	800,000.00	AA+	Aaa	07/01/19	07/03/19	802,718.75	1.76	1,201.66	801,250.53	819,750.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	3,375,000.00	AA+	Aaa	06/03/19	06/05/19	3,377,768.55	1.85	5,069.49	3,376,242.48	3,458,320.31
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,350,000.00	AA+	Aaa	08/02/19	08/05/19	1,347,310.55	1.69	59.61	1,348,686.44	1,380,164.13
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,700,000.00	AA+	Aaa	10/03/19	10/04/19	1,713,945.31	1.34	75.07	1,707,195.89	1,737,984.46
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	450,000.00	AA+	Aaa	12/20/19	12/20/19	446,343.75	1.67	2,328.81	447,894.99	459,070.29
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,000,000.00	AA+	Aaa	10/31/19	11/04/19	996,289.06	1.50	5,175.14	997,954.84	1,020,156.20
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	3,150,000.00	AA+	Aaa	12/02/19	12/04/19	3,127,851.56	1.63	16,301.68	3,137,443.57	3,213,492.03
US TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,200,000.00	AA+	Aaa	02/03/20	02/05/20	1,205,906.25	1.33	2,237.57	1,203,763.52	1,230,375.00
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	01/02/20	01/06/20	1,506,093.75	1.61	2,102.90	1,503,810.63	1,546,171.80
US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	AA+	Aaa	03/02/20	03/04/20	4,323,876.96	0.78	2,260.01	4,299,068.56	4,352,265.63

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Managed Account Detail of Securities Held

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	3,037.98	4,153,572.73	4,151,296.88
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	3,175,000.00	AA+	Aaa	02/02/21	02/03/21	3,169,915.04	0.18	493.35	3,170,037.91	3,162,597.82
US TREASURY N/B NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	45.93	947,337.98	945,843.75
Security Type Sub-Total		**34,600,000.00**					**34,604,170.91**	**1.37**	**57,987.44**	**34,624,688.76**	**35,178,523.62**
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	895.90	664,836.40	669,357.75
INTL BK RECON & DEVELOP CORPORATE NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	451.32	668,687.11	669,545.07
Security Type Sub-Total		**1,335,000.00**					**1,333,333.40**	**0.42**	**1,347.22**	**1,333,523.51**	**1,338,902.82**
Municipal Bond / Note											
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	190,000.00	NR	NR	11/13/20	11/24/20	190,000.00	1.33	420.22	190,000.00	192,884.20
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	215,000.00	AA+	NR	12/16/20	12/23/20	215,000.00	0.48	194.93	215,000.00	214,851.65
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A	A1	05/29/20	06/11/20	100,597.00	1.80	333.33	100,456.18	103,940.00
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/02/20	07/08/20	255,000.00	1.09	1,792.36	255,000.00	259,029.00
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/07/20	07/09/20	256,494.30	0.89	1,792.36	256,171.25	259,029.00

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Managed Account Detail of Securities Held

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
WA ST T/E GO BONDS DTD 04/29/2020 5.000% 07/01/2023	93974EHJ8	425,000.00	AA+	Aaa	04/23/20	04/29/20	477,517.25	1.03	3,541.67	463,639.63	471,342.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	86.95	235,000.00	234,960.05
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	162.29	475,000.00	476,211.25
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	465.75	450,000.00	447,930.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	749.51	640,000.00	637,088.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	A+	A2	01/22/21	02/04/21	195,000.00	0.90	131.19	195,000.00	193,518.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	492.72	235,000.00	237,773.00
Security Type Sub-Total		**3,670,000.00**					**3,724,608.55**	**0.78**	**10,163.28**	**3,710,267.06**	**3,728,556.15**
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	68,703.33	AA+	Aaa	04/11/18	04/30/18	70,069.91	2.93	203.82	68,909.44	69,331.97
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.76	848.75	374,817.92	383,913.75
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	AA+	Aaa	06/12/19	06/17/19	361,321.88	2.23	706.50	360,579.96	368,949.60
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	378,229.90	387,667.50
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	198,144.15	AA+	Aaa	09/11/19	09/16/19	199,378.77	2.08	376.47	198,818.35	203,557.44

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	262,476.65	AA+	Aaa	09/04/19	09/09/19	265,915.37	1.86	498.71	264,343.30	269,647.52
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	52,599.22	AA+	Aaa	12/07/18	12/17/18	52,599.06	3.20	140.40	52,599.14	53,821.74
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	160,619.57	AA+	Aaa	11/20/19	11/26/19	160,615.74	2.09	280.01	160,616.79	164,530.18
Security Type Sub-Total		**1,852,542.92**					**1,865,645.12**	**2.26**	**3,839.04**	**1,858,914.80**	**1,901,419.70**
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEO8	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	3,002.08	2,196,082.19	2,208,907.80
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	1,147.92	950,567.32	953,920.65
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	1,999.79	1,654,494.41	1,661,830.19
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	635.94	922,750.87	926,333.85
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	1,203.12	1,746,093.87	1,752,523.50
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	731.25	1,616,340.96	1,622,060.64
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,375,000.00	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	486.98	1,374,575.93	1,377,476.37
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	635.73	1,791,965.47	1,798,232.80
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	34.03	699,118.04	701,152.90
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	61.98	1,273,926.91	1,277,099.93

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Managed Account Detail of Securities Held

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	903.44	735,112.48	735,674.73
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	1,431.98	1,164,677.82	1,166,069.47
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	1,597.92	1,299,640.25	1,301,193.40
FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	2,000,000.00	AA+	Aaa	11/03/20	11/05/20	1,998,200.00	0.28	1,611.11	1,998,390.51	1,999,282.00
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	939.48	1,553,582.86	1,553,572.51
Security Type Sub-Total		**21,000,000.00**					**20,970,845.57**	**0.33**	**16,422.75**	**20,977,319.89**	**21,035,330.74**
Corporate Note											
3M COMPANY BONDS (CALLED, OMD 03/01/22) DTD 02/22/2019 2.750% 03/25/2021	88579YBF7	250,000.00	A+	A1	02/12/19	02/22/19	249,882.50	2.77	3,437.50	249,996.30	255,935.75
HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	225,000.00	A	A2	11/27/18	12/06/18	224,383.50	3.34	3,656.25	224,809.46	231,735.60
PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022	717081ER0	230,000.00	A+	A2	03/04/19	03/11/19	229,986.20	2.80	3,041.11	229,995.28	236,041.18
JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022	24422EUT4	275,000.00	A	A2	03/04/19	03/07/19	274,868.00	2.97	3,380.21	274,953.37	282,900.20
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	175,000.00	BBB+	A2	02/13/19	02/15/19	173,078.50	3.36	1,822.92	174,306.22	175,669.38
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	400,000.00	A+	A1	05/03/19	05/10/19	399,784.00	2.67	3,268.33	399,914.27	410,518.00
MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	375,000.00	BBB+	A1	04/05/19	04/09/19	372,513.75	2.97	2,921.88	374,028.26	386,257.50

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BRANCH BANKING & TRUST (CALLABLE) CORP N DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	400,000.00	A-	A3	03/11/19	03/18/19	399,988.00	3.05	2,406.11	399,995.20	413,449.20
IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022	459200HG9	325,000.00	A	A2	10/30/19	11/01/19	323,966.50	1.99	507.81	324,466.78	332,185.10
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	165,000.00	A	A2	07/30/19	08/08/19	164,833.35	2.19	226.65	164,920.17	169,464.41
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	445,000.00	A	A2	08/17/20	08/19/20	445,000.00	0.48	71.65	445,000.00	445,422.31
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	14913O3A5	420,000.00	A	A3	09/03/19	09/06/19	419,416.20	1.95	3,879.17	419,704.90	430,034.64
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	AA+	Aa1	09/04/19	09/11/19	224,961.75	1.71	1,806.25	224,980.49	230,022.90
CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	A-	Baa1	05/07/20	05/11/20	366,002.00	1.07	4,922.36	359,852.21	361,905.60
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913O3C1	250,000.00	A	A3	01/09/20	01/13/20	249,885.00	1.97	1,394.79	249,930.67	256,936.50
BANK OF NY MELLON CORP NOTES DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	A	A1	01/21/20	01/28/20	199,860.00	1.87	349.44	199,910.89	205,862.20
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	141.67	99,912.09	102,692.20
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	225,000.00	A	A2	01/23/20	02/03/20	224,948.25	1.71	318.75	224,966.79	231,057.45
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	525,000.00	A-	A2	03/15/19	03/22/19	525,000.00	3.21	7,015.31	525,000.00	540,708.53

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	AA-	Aa1	05/11/20	05/13/20	227,902.50	1.12	1,335.35	227,108.19	230,875.65
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	A+	A1	04/29/20	05/01/20	214,574.30	0.82	537.50	214,692.49	217,348.02
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA-	Aa2	05/07/20	05/11/20	130,000.00	1.14	453.23	130,000.00	132,089.88
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	AA+	Aa1	05/04/20	05/11/20	279,238.40	0.84	641.67	279,442.88	282,639.84
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A	A2	05/11/20	05/13/20	347,642.75	1.02	3,229.69	341,446.23	346,096.08
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	475,000.00	AA-	A2	06/01/20	06/03/20	474,335.00	0.45	464.44	474,499.58	476,565.13
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RO82	75,000.00	A+	A1	06/01/20	06/08/20	74,895.75	0.85	138.33	74,921.07	75,699.15
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	425,000.00	AA-	Aa2	02/25/20	02/27/20	446,560.25	1.62	2,523.99	440,019.30	450,060.55
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	220,000.00	A	A2	06/01/20	06/04/20	219,819.60	0.73	239.56	219,862.86	221,752.74
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	A+	A1	05/20/20	05/26/20	499,815.00	1.36	112.50	499,858.52	512,220.50
UNILEVER CAPITAL CORP CORPORATE NOTES DTD 09/14/2020 0.375% 09/14/2023	904764BJ5	125,000.00	A+	A1	09/08/20	09/14/20	124,840.00	0.42	217.45	124,864.55	125,402.13
PEPSICO INC CORPORATE NOTES DTD 10/07/2020 0.400% 10/07/2023	713448FB9	100,000.00	A+	A1	10/05/20	10/07/20	99,943.00	0.42	160.00	99,950.55	100,094.40

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 10/09/2020 0.400% 10/10/2023	24422EVJ5	100,000.00	A	A2	10/06/20	10/09/20	99,884.00	0.44	157.78	99,899.14	100,210.90
CITIGROUP INC CORP NOTES DTD 10/25/2013 3.875% 10/25/2023	172967HD6	325,000.00	BBB+	A3	10/02/20	10/06/20	356,525.00	0.66	4,407.81	352,393.36	354,149.25
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	425,000.00	A+	A2	11/09/20	11/13/20	425,000.00	0.54	684.68	425,000.00	425,306.85
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	488.54	275,000.00	275,968.55
IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	300,000.00	A	A2	10/02/20	10/06/20	329,799.00	0.62	573.96	326,244.54	327,433.50
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	4,450.00	247,293.37	247,215.15
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	4,193.33	322,671.99	328,845.60
MORGAN STANLEY CORP NOTES DTD 04/24/2018 3.737% 04/24/2024	61744YAO1	325,000.00	BBB+	A1	10/02/20	10/06/20	349,755.25	1.52	4,284.57	346,966.46	346,916.38
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	247.04	51,098.53	51,178.40
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	1,482.23	300,000.00	307,070.40
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	407.87	107,519.70	107,368.50
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	917.70	242,738.51	241,579.13

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	439.83	167,522.29	167,558.51
BANK OF AMERICA CORP CORPORATE NOTES DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	1,389.37	475,000.00	479,407.53
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	69.20	295,000.00	294,247.75
Security Type Sub-Total		**12,531,000.00**					**12,764,343.94**	**1.55**	**78,815.78**	**12,727,657.46**	**12,924,099.12**
Certificate of Deposit											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	775,000.00	A-1	P-1	04/03/19	04/04/19	775,000.00	2.83	20,043.87	775,000.00	777,000.28
ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021	78012UEE1	950,000.00	A-1+	P-1	06/07/18	06/08/18	950,000.00	3.24	7,182.00	950,000.00	958,382.80
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	725,000.00	A-1	P-1	08/05/20	08/07/20	725,000.00	0.52	2,157.28	725,000.00	727,010.43
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	875,000.00	A-1	P-1	02/14/20	02/19/20	875,000.00	1.80	743.75	875,000.00	886,943.75
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	725,000.00	A	A1	07/10/20	07/14/20	725,000.00	0.70	733.06	725,000.00	729,531.25
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	AA-	Aa3	08/27/19	08/29/19	800,000.00	1.84	123.33	800,000.00	819,882.40
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	A+	Aa2	08/29/19	09/03/19	800,000.00	1.85	124.00	800,000.00	820,001.60
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	4,412.92	875,000.00	903,279.13
Security Type Sub-Total		**6,525,000.00**					**6,525,000.00**	**1.91**	**35,520.21**	**6,525,000.00**	**6,622,031.64**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	3,429.51	437,387.44	454,232.78
Security Type Sub-Total		**425,000.00**					**454,818.00**	**1.28**	**3,429.51**	**437,387.44**	**454,232.78**
Asset-Backed Security											
GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	42,722.58	AAA	Aaa	02/13/19	02/21/19	42,715.87	2.99	38.90	42,720.67	42,806.83
FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	121,148.30	AAA	NR	02/20/19	02/25/19	121,138.82	2.90	156.15	121,144.75	121,539.32
NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	263,182.97	AAA	Aaa	07/16/19	07/24/19	263,168.02	2.27	265.52	263,176.08	264,535.13
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	AAA	NR	10/01/19	10/04/19	219,996.52	1.99	133.77	219,998.08	222,466.93
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	154,440.41	AAA	Aaa	12/04/18	12/12/18	154,438.56	3.20	219.65	154,439.58	156,107.67
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	423,095.63	AAA	Aaa	11/20/18	11/28/18	423,032.38	3.16	594.21	423,066.92	429,311.58
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	215,708.91	AAA	Aaa	10/31/18	11/07/18	215,662.25	3.19	304.87	215,687.06	218,707.54
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	96,474.55	AAA	NR	02/19/19	02/27/19	96,471.96	2.83	98.59	96,473.24	97,868.34
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	317,991.10	AAA	Aaa	11/15/18	11/21/18	317,977.74	3.25	315.78	317,984.63	322,392.51
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	188,420.45	AAA	NR	07/18/18	07/25/18	188,394.77	3.13	262.11	188,408.43	191,244.46
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	273,552.69	AAA	NR	04/03/19	04/10/19	273,516.68	2.66	323.40	273,532.98	277,297.38
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	541,690.26	AAA	Aaa	12/04/18	12/12/18	541,586.47	3.22	775.22	541,637.55	550,740.23

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	AAA	Aaa	08/20/19	08/27/19	189,998.42	1.78	150.31	189,999.02	192,557.42
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	AAA	Aaa	09/22/20	09/29/20	229,977.97	0.45	31.63	229,981.16	230,720.15
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	200,531.29	NR	Aaa	02/05/19	02/13/19	200,507.07	2.91	259.35	200,517.87	203,453.03
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	211,788.88	AAA	NR	10/17/18	10/24/18	211,786.95	3.36	316.27	211,787.88	215,838.03
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	544,926.08	NR	Aaa	03/19/19	03/22/19	544,834.37	2.78	673.29	544,874.12	553,672.14
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	418,385.34	NR	Aaa	02/05/19	02/13/19	418,321.96	2.90	539.25	418,349.73	425,651.44
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	AAA	NR	09/15/20	09/23/20	124,993.66	0.40	22.22	124,994.54	125,254.58
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	208,106.09	AAA	Aaa	05/21/19	05/30/19	208,063.93	2.51	232.15	208,080.51	211,237.38
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	264,692.90	NR	Aaa	01/08/19	01/16/19	264,663.60	2.97	327.56	264,676.47	268,488.76
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	247,962.59	AAA	Aaa	04/30/19	05/08/19	247,908.09	2.65	290.94	247,929.57	251,798.57
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	349,229.01	NR	Aaa	06/19/19	06/26/19	349,201.98	2.34	363.20	349,211.77	353,790.71
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	338,681.56	AAA	Aaa	04/09/19	04/17/19	338,654.00	2.65	373.96	338,664.67	343,767.30
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	AAA	NR	04/09/19	04/17/19	264,972.92	2.68	315.64	264,983.24	270,124.91
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	AAA	NR	10/01/19	10/08/19	554,957.21	1.94	328.99	554,970.37	565,189.80

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Managed Account Detail of Securities Held

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,980.93	219,822.00
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	AAA	NR	08/28/19	09/05/19	799,798.56	1.73	611.56	799,859.13	817,551.12
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	AAA	Aaa	01/21/20	01/29/20	199,956.38	1.87	166.22	199,966.44	203,394.76
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	AAA	Aaa	07/21/20	07/27/20	319,975.36	0.44	62.58	319,978.83	320,916.80
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.89	277.20	329,948.18	338,716.46
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	AAA	NR	07/08/20	07/15/20	194,985.28	0.48	15.60	194,987.44	195,775.63
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,962.78	250,336.03
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	AAA	NR	07/14/20	07/22/20	309,941.97	0.48	66.13	309,949.98	311,192.48
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	AAA	NR	06/16/20	06/23/20	314,975.40	0.55	77.00	314,979.03	316,346.44
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,907.77	501,597.55
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	AAA	NR	06/16/20	06/24/20	269,978.83	0.63	75.60	269,981.79	271,123.42
Security Type Sub-Total		**10,707,731.59**					**10,706,304.82**	**2.11**	**9,463.96**	**10,706,793.19**	**10,853,334.83**
Managed Account Sub-Total		**92,646,274.51**					**92,949,070.31**	**1.27**	**216,989.19**	**92,901,552.11**	**94,036,431.40**

CITY OF ANTIOCH, CA - 04380500

Securities Sub-Total	**$92,646,274.51**	**$92,949,070.31**	**1.27%**	**$216,989.19**	**$92,901,552.11**	**$94,036,431.40**
Accrued Interest						**$216,989.19**
Total Investments						**$94,253,420.59**

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
01/22/21	02/04/21	NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	(195,000.00)	0.00	(195,000.00)			
02/02/21	02/03/21	US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	3,175,000.00	(3,169,915.04)	(208.30)	(3,170,123.34)			
02/09/21	02/16/21	JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	(295,000.00)	0.00	(295,000.00)			
02/23/21	02/25/21	US TREASURY N/B NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	(947,328.13)	(32.80)	(947,360.93)			
Transaction Type Sub-Total				**4,615,000.00**	**(4,607,243.17)**	**(241.10)**	**(4,607,484.27)**			
INTEREST										
02/01/21	02/01/21	MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	0.00	952.11	952.11			
02/01/21	02/01/21	ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	325,000.00	0.00	2,762.50	2,762.50			
02/01/21	02/01/21	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	0.00	234.77	234.77			
02/01/21	02/01/21	IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022	459200HG9	325,000.00	0.00	3,046.88	3,046.88			
02/01/21	02/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			
02/01/21	02/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	160,911.61	0.00	280.52	280.52			
02/01/21	02/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	0.00	706.50	706.50			
02/01/21	02/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	52,670.72	0.00	140.59	140.59			
02/01/21	02/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	71,274.04	0.00	211.45	211.45			
02/01/21	02/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	461,584.57	0.00	877.01	877.01			

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
02/01/21	02/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			
02/08/21	02/08/21	HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	165,000.00	0.00	1,773.75	1,773.75			
02/12/21	02/12/21	IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	300,000.00	0.00	5,437.50	5,437.50			
02/14/21	02/16/21	SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	875,000.00	0.00	7,962.50	7,962.50			
02/15/21	02/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	587,384.38	0.00	1,576.15	1,576.15			
02/15/21	02/15/21	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	0.00	144.38	144.38			
02/15/21	02/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	587,053.46	0.00	1,360.01	1,360.01			
02/15/21	02/15/21	MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	66,944.71	0.00	179.08	179.08			
02/15/21	02/15/21	US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	0.00	29,218.75	29,218.75			
02/15/21	02/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	223,941.08	0.00	468.41	468.41			
02/15/21	02/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	296,970.74	0.00	658.29	658.29			
02/15/21	02/15/21	COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	0.00	1,146.67	1,146.67			
02/15/21	02/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	235,957.25	0.00	625.29	625.29			
02/15/21	02/15/21	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	0.00	141.75	141.75			
02/15/21	02/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	267,275.83	0.00	588.01	588.01			
02/15/21	02/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	465,523.24	0.00	1,225.88	1,225.88			

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
02/15/21	02/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	0.00	385.88	385.88			
02/15/21	02/15/21	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	0.00	311.67	311.67			
02/15/21	02/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	173,461.65	0.00	462.56	462.56			
02/15/21	02/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	449,607.14	0.00	1,086.55	1,086.55			
02/15/21	02/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	0.00	591.83	591.83			
02/15/21	02/15/21	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	0.00	117.33	117.33			
02/15/21	02/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	227,939.98	0.00	638.23	638.23			
02/15/21	02/15/21	US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	2,800,000.00	0.00	35,000.00	35,000.00			
02/15/21	02/15/21	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	0.00	124.00	124.00			
02/15/21	02/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	205,828.33	0.00	536.87	536.87			
02/15/21	02/15/21	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			
02/15/21	02/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	0.00	558.04	558.04			
02/15/21	02/15/21	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			
02/15/21	02/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	376,139.33	0.00	733.47	733.47			
02/15/21	02/15/21	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	162,552.55	0.00	392.84	392.84			
02/15/21	02/15/21	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	0.00	41.67	41.67			
02/15/21	02/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	217,265.69	0.00	526.87	526.87			

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Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
02/16/21	02/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	364,432.28	0.00	804.79	804.79			
02/16/21	02/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	287,804.04	0.00	712.31	712.31			
02/18/21	02/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	104,765.34	0.00	247.07	247.07			
02/19/21	02/19/21	HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	445,000.00	0.00	1,074.68	1,074.68			
02/20/21	02/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	349,694.31	0.00	947.09	947.09			
02/20/21	02/20/21	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			
02/20/21	02/20/21	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	0.00	86.25	86.25			
02/20/21	02/20/21	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	0.00	331.46	331.46			
02/20/21	02/20/21	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	78,952.83	0.00	196.07	196.07			
02/20/21	02/20/21	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
02/20/21	02/20/21	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
02/24/21	02/24/21	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,975,000.00	0.00	2,509.90	2,509.90			
02/25/21	02/25/21	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	0.00	3,375.00	3,375.00			
02/25/21	02/25/21	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	0.00	78.00	78.00			
02/26/21	02/26/21	NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	0.00	7,564.44	7,564.44			

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
02/26/21	02/26/21	SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	0.00	7,605.33	7,605.33			
02/28/21	02/28/21	US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	3,050,000.00	0.00	24,781.25	24,781.25			
Transaction Type Sub-Total				**30,485,935.10**	**0.00**	**157,432.82**	**157,432.82**			
PAYDOWNS										
02/01/21	02/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	71.50	71.50	0.00	71.50	0.00	0.00	
02/01/21	02/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	549.19	549.19	0.00	549.19	(7.19)	0.00	
02/01/21	02/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	292.04	292.04	0.00	292.04	0.01	0.00	
02/01/21	02/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	414.58	414.58	0.00	414.58	(2.59)	0.00	
02/01/21	02/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	2,570.71	2,570.71	0.00	2,570.71	(51.13)	0.00	
02/15/21	02/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	19,313.24	19,313.24	0.00	19,313.24	4.24	0.00	
02/15/21	02/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	45,694.12	45,694.12	0.00	45,694.12	8.75	0.00	
02/15/21	02/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	42,127.38	42,127.38	0.00	42,127.38	7.09	0.00	
02/15/21	02/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	17,407.88	17,407.88	0.00	17,407.88	2.37	0.00	
02/15/21	02/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	15,834.99	15,834.99	0.00	15,834.99	3.21	0.00	
02/15/21	02/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	16,734.40	16,734.40	0.00	16,734.40	2.02	0.00	
02/15/21	02/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	31,817.03	31,817.03	0.00	31,817.03	1.81	0.00	
02/15/21	02/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	31,221.80	31,221.80	0.00	31,221.80	4.73	0.00	

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Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
02/15/21	02/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	26,910.32	26,910.32	0.00	26,910.32	2.08	0.00	
02/15/21	02/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	20,248.34	20,248.34	0.00	20,248.34	4.38	0.00	
02/15/21	02/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	42,427.61	42,427.61	0.00	42,427.61	6.34	0.00	
02/15/21	02/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	16,151.10	16,151.10	0.00	16,151.10	0.15	0.00	
02/15/21	02/15/21	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	41,404.25	41,404.25	0.00	41,404.25	3.24	0.00	
02/15/21	02/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	19,021.24	19,021.24	0.00	19,021.24	0.23	0.00	
02/15/21	02/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	23,418.05	23,418.05	0.00	23,418.05	3.08	0.00	
02/15/21	02/15/21	MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	66,944.71	66,944.71	0.00	66,944.71	1.50	0.00	
02/16/21	02/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	25,750.72	25,750.72	0.00	25,750.72	2.10	0.00	
02/16/21	02/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	23,111.14	23,111.14	0.00	23,111.14	2.56	0.00	
02/18/21	02/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	8,290.79	8,290.79	0.00	8,290.79	0.22	0.00	
02/20/21	02/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	31,703.21	31,703.21	0.00	31,703.21	1.33	0.00	
02/20/21	02/20/21	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	36,230.25	36,230.25	0.00	36,230.25	5.69	0.00	
Transaction Type Sub-Total				**605,660.59**	**605,660.59**	**0.00**	**605,660.59**	**6.22**	**0.00**	
SELL										
02/01/21	02/03/21	AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022	02665WCY5	550,000.00	564,547.50	1,210.00	565,757.50	15,053.50	14,782.49	FIFO
02/01/21	02/03/21	AMERICAN HONDA FINANCE CORP NOTES DTD 10/10/2018 3.375% 12/10/2021	02665WCP4	250,000.00	256,610.00	1,242.19	257,852.19	6,730.00	6,642.15	FIFO

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Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL										
02/01/21	02/03/21	BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	175,000.00	179,698.75	1,516.67	181,215.42	4,215.75	4,446.32	FIFO
02/01/21	02/03/21	PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022	69371RP75	170,000.00	174,873.90	2,045.67	176,919.57	5,023.50	4,927.27	FIFO
02/01/21	02/03/21	NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	175,000.00	177,642.50	153.13	177,795.63	2,796.50	2,718.21	FIFO
02/01/21	02/03/21	US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	105,000.00	108,036.60	1,207.50	109,244.10	950.25	2,195.37	FIFO
02/01/21	02/03/21	BRANCH BANKING & TRUST (CALLABLE) CORP N DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	400,000.00	414,560.00	1,457.22	416,017.22	14,572.00	14,565.06	FIFO
02/01/21	02/03/21	BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	250,000.00	256,712.50	2,166.66	258,879.16	6,792.50	6,753.81	FIFO
02/01/21	02/03/21	US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	308,676.00	3,450.00	312,126.00	2,751.00	6,286.99	FIFO
02/09/21	02/16/21	JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	275,000.00	283,753.25	3,307.22	287,060.47	8,753.25	8,753.25	FIFO
02/18/21	02/24/21	BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	89,000.00	96,446.63	193.58	96,640.21	87.22	845.92	FIFO
02/23/21	02/25/21	TOYOTA MOTOR CREDIT CORP BONDS DTD 01/09/2017 2.600% 01/11/2022	89236TDP7	345,000.00	352,179.45	1,096.33	353,275.78	13,006.50	8,863.87	FIFO
Transaction Type Sub-Total				**3,084,000.00**	**3,173,737.08**	**19,046.17**	**3,192,783.25**	**80,731.97**	**81,780.71**	
Managed Account Sub-Total					**(827,845.50)**	**176,237.89**	**(651,607.61)**	**80,738.19**	**81,780.71**	
Total Security Transactions					**($827,845.50)**	**$176,237.89**	**($651,607.61)**	**$80,738.19**	**$81,780.71**	

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director for FE

SUBJECT: City-Owned Surplus Property List

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving the Surplus Property List.

FISCAL IMPACT

The proposed action does not commit the City to sell any property or to any terms. As such, there is no fiscal impact associated with this action.

DISCUSSION

California Assembly Bill 1486 (Ting, 2019), known as the Surplus Land Act (SLA) and codified in Government Code Section 54220-54234, imposed new requirements on local governments regarding surplus real estate. The purpose of the SLA is to promote the development of affordable housing and to require local agencies (cities, counties and special districts) to use existing surplus land to further this goal. In summary, the SLA requires cities to document their surplus land, to submit a list of surplus land to the State for public review, and to consider affordable housing development on surplus land ahead of other projects.

According to the SLA, "Surplus Land" is defined as follows:

> "Surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. A local agency, on an annual basis, may declare multiple parcels as "surplus land" or "exempt surplus land."
>
> "Exempt surplus land" refers to surplus land that does not need to be included on the surplus property list for any of a number of reasons. These include a parcel that is too small for development, a parcel that is conveyed to an adjacent owner, inter-agency transfers of land, and other conditions.

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Agenda Item #

Once the surplus property list is established, the included properties may not be sold outside of the process prescribed in the SLA. First, a written notice of availability must be sent to effected local entities and to HCD. In this step, HCD serves as a clearinghouse and interested affordable housing builders are informed of the availability through the HCD website. Second, interested affordable housing builders submit a notice of interest to the city and the two parties enter into good faith negotiations to determine the price and terms. This negotiation must take at least 90 days. If an agreement is made, a minimum of 25% of the units must be restricted as affordable. If an agreement is not made, the city is free to pursue a free market buyer. However, if the new buyer ultimately builds residential units, a minimum of 15% of the new units must be restricted as affordable.

The SLA also contains strict provisions and penalties for failing to abide by this process. If a city sells property outside of this process, it may be required to forfeit 30% of the sale price to an affordable housing trust. The codified SLA may be found at: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=5.&part=1.&lawCode=GOV&title=5.&article=8.

By April 1 of each year, all local agencies are required to submit a list of its surplus land to the State of California Department of Housing and Community Development (HCD). Beginning in 2021, HCD will post these lists on their website for public use. The purpose of this action is to comply with that requirement.

Proposed Surplus Property List

The properties on the City's proposed surplus property list include vacant lots, a gravel parking lot, and a portion of a greenbelt that had been identified as a potential development site. They are summarized as follows:

- Property ID 1: This is the vacant site directly west of City Hall on 2nd Street. It previously contained a hotel that was demolished after a fire.

- Property ID 2: This is the large vacant site adjacent to the former bait store between 2nd Street and the Antioch Marina. Other portions of this field are under separate ownership and it is subject to flooding in its current condition.

- Property IDs 3-4: This is the gravel parking lot directly south of City Hall. It is currently used for intermittent parking but has not been formally improved for any purpose.

- Property IDs 5-16: These are the remnant residential lots on L Street that the City acquired during the expansion of L Street. The formal property lines were never amended when the street was widened, so these lots include the western half of L Street.

- Property IDs 17-18: These two parcels constitute corner vacant lot behind and to the north of the grocery store at 10th Street and L Street.

- Property ID 19: This is a remnant from the Caltrans Highway 4 widening. It includes the vacant land just south of Claudia Court, adjacent to Highway 4.
- Property IDs 20-22: These three parcels are remnants from the Caltrans Highway 4 widening. They are located on the north side of Fitzuren Road.
- Property ID 23: This is a large (1.2-acre) vacant parcel at the SW corner of E 18th Street and Wilson Street.
- Property ID 24: This is the greenbelt parcel located directly behind the ranchette property on Golf Course Road, behind the shopping center.

The City Council is asked to adopt the Resolution approving the Surplus Property List for the purpose of complying with the Surplus Lands Act. Please note that this list may be amended at any time in the future and that inclusion or exclusion of a property from this list does not alter the City's obligations under State law. In addition, please note that the many of these properties will require lot line adjustments, or other legal/surveying actions prior to, or concurrent with a sale to any party.

ATTACHMENT

A. Resolution with Exhibit

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CITY-OWNED SURPLUS PROPERTY LIST IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54220-54234

WHEREAS, California Assembly Bill 1486 (Ting, 2019), known as the Surplus Land Act (SLA) and codified in California Government Code Section 54220-54234, imposed new requirements on local governments regarding surplus land;

WHEREAS, California Government Code Section 54230(a)(2)(A) requires the production and submittal of a list of City-owned surplus land to the California Department of Housing and Community Development (HCD); and

WHEREAS, the City of Antioch has determined that it possesses 26 distinct properties qualifying as surplus land, shown in the table and map attached as Exhibit 1 to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the list of City-owned surplus land in accordance with California Government Code Section 54230(a)(2)(A).

* * * * * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said City Council held on the 23rd day of March 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit 1 – Surplus Property List and Map

City of Antioch – Surplus Property List							
ID	**APN**	**Street Address/ Intersection**	**Use**	**Acres**	**General Plan**	**Zoning**	**Notes**
1	066-092-001	801 W 2nd Street	Vacant	0.17	Downtown Specific Plan	Mixed Use	former hotel site
2	066-102-004	908 W 2nd Street	Vacant	0.69	Downtown Specific Plan	Mixed Use	may be subject to flooding
3	066-061-009	I Street	Gravel Parking Lot	0.39	Downtown Specific Plan	Mixed Use	
4	066-061-010	I Street	Gravel Parking Lot	0.18	Downtown Specific Plan	Mixed Use	
5	066-055-001	2nd Street	Vacant lot	1.38	Downtown Specific Plan	Mixed Use	contains portion of public street
6	066-041---4	2nd Street	Vacant lot	3.85	Downtown Specific Plan	Mixed Use	contains portion of public street
7	066-164-014	E 8th Street and A Street	Vacant lot	0.18	Downtown Specific Plan	High Density Residential	
8	066-162-008	E 7th Street and A Street	Vacant lot	0.18	Downtown Specific Plan	High Density Residential	contains portion of public street
9	066-123-020	W 4th Street and L Street	Vacant lot	0.13	Downtown Specific Plan	High Density Residential	contains portion of public street
10	066-123-014	W 4th Street and L Street	Vacant lot	0.2	Downtown Specific Plan	High Density Residential	contains portion of public street
11	066-123-009	W 5th Street and L Street	Vacant lot	0.11	Downtown Specific Plan	High Density Residential	contains portion of public street
12	066-126-001	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
13	066-126-002	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
14	066-126-003	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street

EXHIBIT 1

A2

City of Antioch – Surplus Property List							
ID	**APN**	**Street Address/ Intersection**	**Use**	**Acres**	**General Plan**	**Zoning**	**Notes**
15	066-126-004	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
16	066-126-005	W 6th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
17	066-128-001	W 6th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
18	066-128-002	W 6th Street and L Street	Vacant lot	0.11	Downtown Specific Plan	High Density Residential	contains portion of public street
19	066-217-008	901 L Street	Vacant lot	0.06	Downtown Specific Plan	Commercial/Residential	
20	066-217-009	1017 W 9th Street	Vacant lot	0.11	Downtown Specific Plan	Commercial/Residential	
21	067-341-027	Claudia Court	Vacant lot	1.69	High Density Residential	R-20	Caltrans remnant
22	067-342-001	Fitzuren Road	Vacant lot	0.54	Medium Low Density Residential	C-2	Caltrans remnant
23	067-342-002	Fitzuren Road	Vacant lot	0.7	Medium Low Density Residential	C-2	Caltrans remnant
24	071-021-018	Fitzuren Road	Vacant lot	0.27	Medium Low Density Residential	C-2	Frontage parcel
25	051-400-027	E 18th Street and Wilson St	Vacant lot	1.2	Business Park	P-D	
26	072-400-036	Golf Course Road and Lone Tree Way	Greenbelt	2.01	Convenience Commercial	P-D	Greenbelt with possible utilities

A3

A St
L St
W 10th St
Auto Center Dr
Contra Costa
County
Fairgrounds
A St
Wilbur Ave
W 18th St
E 18th St
160
Buchanan Rd
ville Rd
4
Contra Loma Blvd
Lone Tree Way
Hillcrest Ave
Davison Dr
James Donlon Blvd
Costa
andfill

City Surplus Property

A4

0 0.25 0.5 Miles

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City of Antioch GIS
February 2021

ANTIOCH
OPPORTUNITY LIVES HERE

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alexis Morris, Planning Manager AM by CL
Teri House, CDBG/Housing Consultant

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: 2020 Annual Housing Element Progress Report, Housing Successor Annual Report and Progress Report for the General Plan

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RECOMMENDED ACTION

It is recommended that the City Council receive and file the 2020 Annual Housing Element Progress Report, Housing Successor Annual Report, and Progress Report for the General Plan.

FISCAL IMPACT

The recommended action has no impact to the General Fund.

DISCUSSION

California Housing Element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. All California localities are required to adopt housing elements as part of their general plans and to submit draft and adopted elements to the California Department of Housing and Community Development ("HCD") for review of compliance with State law. The City Council and HCD have approved Antioch's Housing Element for the period of 2015-2023. The City of Antioch General Plan and Housing Element are in compliance with State Government Code requirements.

Each governing body is also required to prepare an annual report on status and progress in implementing the jurisdiction's housing element of the general plan, using forms and definitions adopted by HCD. Housing Element Annual Progress Reports ("APR") must be submitted to HCD by April 1 of each year.

Changes to California Housing Element Law

In 2018, the Annual Element Progress Report requirements changed considerably due to the passage of AB 879 (Grayson, Chapter 374, Statutes of 2017). This legislation

expands upon existing law that required general law cities to send an annual report to their respective city councils, the state Office of Planning and Research ("OPR") and HCD that includes information related to the implementation of the Housing Element of the General Plan, including:

- The city's progress in meeting its share of Regional Housing Needs Allocation ("RHNA");
- The city's progress in removing governmental constraints to the maintenance, improvement and development of housing; and
- Actions taken by the city toward completion of the programs identified in its housing element and the status of the city's compliance with the deadlines in its housing element.

Under AB 879, all cities including charter cities must submit an annual report by April 1 of each year containing the above information. In addition, cities must also provide the following new information in the annual report:

- The number of housing development applications received in the prior year;
- The number of units included in all development applications in the prior year;
- The number of units approved and disapproved in the prior year;
- A listing of sites rezoned to accommodate that portion of the city's RHNA for each income level that could not be accommodated in its housing element inventory and any additional sites identified under the "no net loss" provisions;
- The net number of new units of housing that have been issued a "completed entitlement," building permit or certificate of occupancy thus far in the housing element cycle (identified by the Assessor's Parcel Number) and the income category that each unit of housing satisfied (distinguishing between rental and for-sale units);
- The number of applications submitted under the new processing provided for by Section 65913.4 (enacted by SB 35), the location and number of developments approved pursuant to this new process, the total number of building permits issued pursuant to this new process and total number of units constructed pursuant to this new process; and
- The number of units approved within a Workforce Housing Opportunity Zone.

AB 879 also requires cities to include additional information when they submit their housing element to HCD, including:

- An analysis of governmental constraints that must include local ordinances that "directly impact the cost and supply of residential development"; and
- An analysis of nongovernmental constraints that must include requests to develop housing at densities below those anticipated in site inventory and the length of time

between receiving approval for housing development and submittal of an application for building permit. The analysis must also include policies to remove nongovernmental constraints.

RHNA Allocation

Each housing element period, the State identifies the total housing need for the San Francisco Bay Area for an eight-year period (in this cycle, from 2015 to 2023). This is based on projections for expected population growth throughout the State. The State then calculates how much of this growth will take place in each region based on the expected number of households and the age and type of housing stock available. This regional distribution of growth is designed to do three things: 1) increase housing supply, affordability and diversity; 2) encourage efficient development to avoid sprawl and minimize greenhouse gas emissions by reducing commute distances; and 3) promote balance between job creation and housing availability.

Next, the Association of Bay Area Governments ("ABAG") and Metropolitan Transportation Commission ("MTC") figure out where this growth will take place and allocate housing targets to each city to match the projections. The amount of housing each city must plan for is called the Regional Housing Needs Allocations ("RHNA"). Once a local government has received its final RHNA, it must revise its Housing Element to show how it plans to accommodate its portion of the region's housing need.

The City of Antioch has a RHNA allocation of 1,448 units of housing. Of these, 349 units are to be affordable to households of very low-income, 205 units affordable to low-income, 214 units affordable to moderate income, and 680 units affordable to above moderate-income households. Affordability is based on income limits determined by the U.S. Department of Housing and Urban Development ("HUD").

Annual Housing Element Annual Progress Report

The 2020 Annual Housing Element Progress Report is provided as Attachment "A". Table A2 of the report details annual building activity including new construction, entitled, permits and completed units. These units are further enumerated by their affordability by household income, which details units by very low-, low-, moderate- and above moderate-income, and whether the units are deed restricted, and by tenure for renters or ownership.

Table B below details the jurisdiction's progress toward achieving its RHNA allocation. In 2020 the City of Antioch met its RHNA requirements for low income and above moderate income housing.

Excerpt of 2020 APR Table B

Income Level % of AMI*	RHNA Allocation by Income Level	Permitted Units						Total Units to Date	Total Remaining RHNA by Income Level
		2015	2016	2017	2018	2019	2020		
Very Low 0-50%	349	1	84	2	1	2	91	181	168
Low 50-80%	205	0	0	0	1	0	299	300	0
Moderate 80-120%	214	19	1	0	0	12	2	34	180
Above Moderate >120%	680	47	42	41	119	279	322	850	0
Total:	**1448**	**67**	**127**	**43**	**121**	**293**	**714**	**1365**	**348**
* AMI stands for Area Median Income									

Table C of the report details any sites identified or rezoned to accommodate shortfall housing need. This table is blank because this was not required in 2020 for the City of Antioch.

Table D of the report summarizes the status of the implementation of all of the program goals listed in the Housing Element under the following six goals:

- Goal 1 – Conserve and improve the existing housing supply to provide adequate, safe, and decent housing for existing Antioch residents.
- Goal 2 – Facilitate the development of a broad array of housing types to accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds.
- Goal 3 – Facilitate the development of special purpose housing to meet the needs of the elderly, persons with disabilities, large families, and the homeless.
- Goal 4 - Reduce residential energy and water use to conserve energy/water and reduce the cost of housing.
- Goal 5 - Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.

- Goal 6 - Provide equal housing opportunities for all existing and future Antioch residents.

Table E of the report lists commercial development bonuses approved with housing. The City did not receive any such applications in 2020.

Table F of the report details units that were rehabilitated, preserved, and acquired for alternative adequate sites during the year. Again, the City did not have any such units.

Table G of the report details locally owned lands included in the housing element site sites inventory that have been sold, leased or otherwise disposed of. The table is blank because the City did not have any properties that met this requirement.

Lastly, Table H of the report lists the locally owned sites that have been designated as surplus property. This table will remain blank until the City declares surplus property.

Housing Successor Annual Report

HCD also requires that a Housing Successor Annual Report be submitted annually with the Housing Element Progress Report for city and county Housing Successors to former redevelopment agencies. This report is provided both to HCD and the State Controller's Office.

The purpose of this Report is to provide HCD and the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 ("Dissolution Law").

The 2020 Antioch Housing Successor Annual Report regarding the Low- and Moderate-Income Housing Asset Fund (Attachment "B") has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated April 1, 2021. This Report sets forth certain details of the housing activities of the City of Antioch, successor to the former Antioch Development Agency ("ADA"), during calendar year 2020.

General Plan Annual Progress Report

Government Code Section 65400 mandates that certain cities and all counties submit an update of the status of the General Plan and progress in its implementation to their legislative bodies, OPR, and HCD by April 1 of each year. Only charter cities are exempt from the requirement to prepare General Plan Annual Progress Reports ("APRs") unless the charter stipulates otherwise (Government Code Section 65700). The purpose of submitting APRs to the State Department of Housing and Community Development ("HCD") and the Office of Planning and Research ("OPR") is to identify statewide trends in land use decision making and how local planning and development activities relate to statewide planning goals and policies. APRs may also identify needed modifications and improvements to OPR's General Plan Guidelines. Lastly, submittal of APRs enables OPR to track progress on a local jurisdiction's comprehensive General Plan update using the information provided in the APR. There is no standardized form or format for

preparation of the General Plan APR. The attached General Plan APR (Attachment "C") is a brief update on General Plan progress and updates in 2020.

ATTACHMENTS

A. 2020 Housing Element Report
B. 2020 Housing Successor Agency Report
C. 2020 General Plan Annual Progress Report

Jurisdiction	Antioch	
Reporting Year	2020	(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 A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
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	Date Application Submitted (see instructions)	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	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes+
Summary Row: Start Data Entry Below								0	0	0	0	0	0	467	467	0	0	0	
															0				
	057-050-024	south of future extension of Sand Creek Road and east of futres Hillcrest Ave. extension	Creekside Vineyards at Sand Creek by GBN Partners	GP-19-06	SFD	O	1/16/2020							220	220			No	Project currently under revie
	057-022-013	6100 Deer Valley Road	Deer Valley Estates by Blue Mountain Communities	PD-19-03	SFD	O	7/14/2020							121	121			No	Project currently under revie
	041-022-003	terminus Wild Horse Rd	Su Property	GP-20-03, PD-20-01	5+	O	11/30/2020							126	126			No	Project currently under revie
															0				
															0				
															0				
															0				
															0				
															0				
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															0				
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															0				
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															0				
															0				

ATTACHMENT A

A1

Jurisdiction	Antioch	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

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							0	0	0	0	0	0	0		0
	051082013	1503 WALNUT AVE		B2001-0005	ADU	R									0
	065073002	1209 BEVERLY ST		B2001-0076	ADU	R									0
	074172038	1601 ASTER DR		B2002-0177	ADU	R									0
	052560010	4560 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0016	SFD	O									0
	052560011	4556 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0017	SFD	O									0
	052560027	4557 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0018	SFD	O									0
	052560028	4561 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0019	SFD	O									0
	052560029	4565 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0020	SFD	O									0
	052560012	4552 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0033	SFD	O									0
	052560013	4548 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0034	SFD	O									0
	052560014	4544 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0035	SFD	O									0
	052560015	4540 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0036	SFD	O									0
	052560016	4536 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0037	SFD	O									0
	052560007	4572 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0089	SFD	O									0
	052560008	4568 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0092	SFD	O									0
	052560009	4564 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0093	SFD	O									0
	052560030	4569 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0094	SFD	O									0
	052560031	4573 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0095	SFD	O									0
	056310068	5453 CHAMBERLAIN STREET	ALBERT D SEENO CONST CO	B2001-0144	SFD	O									0
	056310069	5457 CHAMBERLAIN STREET	ALBERT D SEENO CONST CO	B2001-0146	SFD	O									0
	056310076	5464 CHAMBERLAIN STREET	ALBERT D SEENO CONST CO	B2001-0147	SFD	O									0
	056310077	5460 CHAMBERLAIN STREET	ALBERT D SEENO CONST CO	B2001-0148	SFD	O									0
	056310078	5456 CHAMBERLAIN STREET	ALBERT D SEENO CONST CO	B2001-0149	SFD	O									0
	056310079	5452 CHAMBERLAIN STREET	ALBERT D SEENO CONST CO	B2001-0150	SFD	O									0
	056480037	5473 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2002-0015	SFD	O									0
	056480038	5469 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2002-0016	SFD	O									0
	056480039	5465 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2002-0017	SFD	O									0
	056480058	5475 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0018	SFD	O									0
	056480059	5479 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0019	SFD	O									0
	056490001	5481 ERATO LN	MERITAGE, HOMES OF CA INC	B2002-0020	SFD	O									0
	056490002	5485 ERATO LN	MERITAGE, HOMES OF CA INC	B2002-0021	SFD	O									0
	056490003	5489 ERATO LN	MERITAGE, HOMES OF CA INC	B2002-0022	SFD	O									0
	056490004	5483 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0023	SFD	O									0
	056490005	5487 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0024	SFD	O									0
	056490006	5491 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0025	SFD	O									0
	056490007	5495 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0026	SFD	O									0
	056490008	5499 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0027	SFD	O									0
	056480060	5480 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0028	SFD	O									0
	056480061	5476 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0029	SFD	O									0
	056490019	5403 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0030	SFD	O									0
	056490020	5407 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0031	SFD	O									0
	056490021	5411 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0032	SFD	O									0
	056490022	5415 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2002-0033	SFD	O									0
	056490023	5468 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2002-0034	SFD	O									0
	056490024	5472 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2002-0035	SFD	O									0
	056490025	5476 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2002-0036	SFD	O									0
	056310071	5465 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0199	SFD	O									0
	056310072	5469 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0200	SFD	O									0
	056310074	5470 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0201	SFD	O									0
	056310070	5461 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0206	SFD	O									0
	056310073	5474 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0207	SFD	O									0
	056310075	5468 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0208	SFD	O									0
	056310080	5448 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0209	SFD	O									0
	056310081	5444 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0210	SFD	O									0
	056310082	5440 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0211	SFD	O									0
	056310090	5449 CHAMBERLAIN ST	ALBERT D SEENO CONST CO	B2002-0219	SFD	O									0
	052540031	4489 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2003-0110	SFD	O									0

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+
91	14	299	0	0	2	308		714	0	0	0	0	0	37	235		272	0
						1	1/23/2020	1							1	4/23/2020	1	
						1	1/31/2020	1							1	2/11/2020	1	
						1	2/21/2020	1							1	2/25/2020	1	
						1	2/6/2020	1							1	9/21/2020	1	
						1	2/6/2020	1							1	9/23/2020	1	
						1	2/6/2020	1							1	9/21/2020	1	
						1	2/6/2020	1							1	9/30/2020	1	
						1	2/6/2020	1							1	9/18/2020	1	
						1	2/6/2020	1							1	9/24/2020	1	
						1	2/6/2020	1							1	10/23/2020	1	
						1	2/6/2020	1							1	10/9/2020	1	
						1	2/6/2020	1							1	9/10/2020	1	
						1	2/6/2020	1							1	10/6/2020	1	
						1	1/16/2020	1							1	7/22/2020	1	
						1	1/16/2020	1							1	7/21/2020	1	
						1	1/16/2020	1							1	7/22/2020	1	
						1	1/16/2020	1							1	7/24/2020	1	
						1	1/16/2020	1							1	8/7/2020	1	
						1	2/6/2020	1							1	9/16/2020	1	
						1	2/6/2020	1							1	9/21/2020	1	
						1	2/6/2020	1							1	9/23/2020	1	
						1	2/6/2020	1							1	9/1/2020	1	
						1	2/6/2020	1							1	8/26/2020	1	
						1	2/6/2020	1							1	9/30/2020	1	
						1	2/26/2020	1							1	12/8/2020	1	
						1	2/26/2020	1							1	12/18/2020	1	
						1	2/26/2020	1							1	12/9/2020	1	
						1	2/26/2020	1							1	6/25/2020	1	
						1	2/26/2020	1						1	0	6/25/2020	1	
						1	2/26/2020	1							1	7/14/2020	1	
						1	2/26/2020	1						1	0	7/14/2020	1	
						1	2/26/2020	1							1	7/27/2020	1	
						1	2/26/2020	1							1	7/29/2020	1	
						1	2/26/2020	1							1	8/11/2020	1	
						1	2/26/2020	1							1	8/17/2020	1	
						1	2/26/2020	1							1	8/26/2020	1	
						1	2/26/2020	1							1	9/3/2020	1	
						1	2/26/2020	1							1	6/22/2020	1	
						1	2/26/2020	1							1	6/24/2020	1	
						1	2/26/2020	1							1	10/27/2020	1	
						1	2/26/2020	1							1	10/26/2020	1	
						1	2/26/2020	1							1	10/22/2020	1	
						1	2/26/2020	1							1	10/16/2020	1	
						1	2/26/2020	1							1	12/1/2020	1	
						1	2/26/2020	1							1	12/3/2020	1	
						1	2/26/2020	1							1	12/15/2020	1	
						1	3/12/2020	1							1	11/6/2020	1	
						1	3/12/2020	1							1	11/17/2020	1	
						1	3/12/2020	1							1	10/22/2020	1	
						1	3/12/2020	1							1	11/12/2020	1	
						1	3/12/2020	1							1	10/29/2020	1	
						1	3/12/2020	1							1	10/26/2020	1	
						1	6/18/2020	1							1	12/21/2020	1	
						1	6/18/2020	1							1	12/22/2020	1	
						1	6/18/2020	1							1	12/28/2020	1	
						1	6/18/2020	1							1	12/22/2020	1	
						1	5/20/2020	1							1	10/23/2020	1	

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Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
0						0	0	0	
N									
N									
N							

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
	052540040	4500 BITTER ST	K HOVANIAN COMPANIES OF CALIFO	B2004-0013	SFD	O									0
	053800055	5470 MOUNTAIN TRAIL WAY	DAVIDON, HOMES	B2004-0048	SFD	O									0
	053800056	5474 MOUNTAIN TRAIL WAY	DAVIDON, HOMES	B2004-0049	SFD	O									0
	053800057	5478 MOUNTAIN TRAIL WAY	DAVIDON, HOMES	B2004-0050	SFD	O									0
	053800058	5482 MOUNTAIN TRAIL WAY	DAVIDON, HOMES	B2004-0051	SFD	O									0
	057120056	5208 TRIMONTI CIRCLE	DENOVA HOMES	B2007-0098	SFD	O									0
	057120057	5212 TRIMONTI CIRCLE	DENOVA HOMES	B2007-0099	SFD	O									0
	057120058	5216 TRIMONTI CIRCLE	DENOVA HOMES	B2007-0100	SFD	O									0
	057120066	5217 TRIMONTI CIRCLE	DENOVA HOMES	B2007-0101	SFD	O									0
	057120067	5249 MEDEA WAY	DENOVA HOMES	B2007-0102	SFD	O									0
	057120036	5245 MEDEA WAY	DENOVA HOMES	B2007-0103	SFD	O									0
	056490026	5416 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0101	SFD	O									0
	056490027	5420 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0102	SFD	O									0
	056490028	5424 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0103	SFD	O									0
	057120059	5220 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0014	SFD	O									0
	057120060	5224 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0015	SFD	O									0
	057120061	5228 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0016	SFD	O									0
	057130035	5229 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0017	SFD	O									0
	057120064	5225 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0018	SFD	O									0
	057120065	5221 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0019	SFD	O									0
	052540008	4506 GOODE CT	K HOVANIAN COMPANIES OF CALIFO	B1911-0020	SFD	O									0
	052540009	4504 GOODE CT	K HOVANIAN COMPANIES OF CALIFO	B1911-0021	SFD	O									0
	053800002	5437 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B1912-0039	SFD	O									0
	053800003	5433 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B1912-0040	SFD	O									0
	053800004	5429 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B1912-0041	SFD	O									0
	053800046	5428 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B1912-0042	SFD	O									0
	053800048	5449 MOUNTAIN TRAIL WAY	DAVIDON, HOMES	B1912-0043	SFD	O									0
	053800049	5445 MOUNTAIN TRAIL WAY	DAVIDON HOMES	B1912-0044	SFD	O									0
	053800050	5441 MOUNTAIN TRAIL WAY	DAVIDON HOMES	B1912-0045	SFD	O									0
	053800051	5454 MOUNTAIN TRAIL WAY	DAVIDON HOMES	B1912-0046	SFD	O									0
	053800052	5458 MOUNTAIN TRAIL WAY	DAVIDON HOMES	B1912-0047	SFD	O									0
	053800053	5462 MOUNTAIN TRAIL WAY	DAVIDON HOMES	B1912-0048	SFD	O									0
	053800054	5466 MOUNTAIN TRAIL WAY	DAVIDON HOMES	B1912-0049	SFD	O									0
	053800047	5432 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B1912-0050	SFD	O									0
	057110044	5369 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0115	SFD	O									0
	057080042	5345 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0134	SFD	O									0
	057080043	5349 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0135	SFD	O									0
	057080045	5357 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0137	SFD	O									0
	053780060	5539 SHELL RIDGE WAY	DAVIDON, HOMES	B1902-0167	SFD	O									0
	053780061	5535 SHELL RIDGE WAY	DAVIDON, HOMES	B1902-0168	SFD	O									0
	053780062	5531 SHELL RIDGE WAY	DAVIDON, HOMES	B1902-0169	SFD	O									0
	053780063	5535 PINNACLE VIEW CT	DAVIDON, HOMES	B1904-0020	SFD	O									0
	053780064	5537 PINNACLE VIEW CT	DAVIDON, HOMES	B1904-0021	SFD	O									0
	057080055	5316 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1904-0271	SFD	O									0
	057110031	5317 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0127	SFD	O									0
	057110032	5321 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0128	SFD	O									0
	057110033	5325 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0129	SFD	O									0
	057110052	5320 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0130	SFD	O									0
	057100015	5341 MCDOWELL VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0257	SFD	O									0
	057100016	5345 MCDOWELL VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0258	SFD	O									0
	057090062	5599 ALTA MESA LANE	BENCHMARK COMMUNITIES LLC	B1905-0261	SFD	O									0
	057090063	5595 ALTA MESA LANE	BENCHMARK COMMUNITIES LLC	B1905-0262	SFD	O									0
	057080057	5308 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0275	SFD	O									0
	052550023	4551 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1906-0199	SFD	O									0
	056480040	5421 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1907-0048	SFD	O									0
	056480041	5425 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1907-0049	SFD	O									0
	052550016	4523 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0081	SFD	O									0
	052550034	4524 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0082	SFD	O									0
	052550035	4520 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0083	SFD	O									0
	056480034	5457 MAZANT LOOP	MERITAGE, HOMES OF CA INC	B1907-0101	SFD	O									0
	056480035	5461 MAZANT LOOP	MERITAGE, HOMES OF CA INC	B1907-0102	SFD	O									0
	056480036	5465 MAZANT LOOP	MERITAGE, HOMES OF CA INC	B1907-0103	SFD	O									0
	052550020	4539 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0135	SFD	O									0
	052550028	4548 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0136	SFD	O									0

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*
						1	6/22/2020	1							1	10/30/2020	1	
						1	5/19/2020	1							1	12/15/2020	1	
						1	5/19/2020	1							1	12/15/2020	1	
					1		5/19/2020	1						1		12/29/2020	1	
						1	5/19/2020	1							1	12/29/2020	1	
						1	7/27/2020	1							1	11/5/2020	1	
						1	7/27/2020	1							1	12/9/2020	1	
						1	7/27/2020	1							1	12/1/2020	1	
						1	7/27/2020	1							1	11/9/2020	1	
						1	7/27/2020	1							1	11/19/2020	1	
						1	7/27/2020	1							1	10/26/2020	1	
						1	8/24/2020	1							1	12/28/2020	1	
						1	8/24/2020	1							1	12/28/2020	1	
						1	8/24/2020	1							1	12/29/2020	1	
						1	9/14/2020	1							1	12/8/2020	1	
						1	9/14/2020	1							1	12/8/2020	1	
						1	9/14/2020	1							1	12/1/2020	1	
						1	9/14/2020	1							1	12/17/2020	1	
						1	9/14/2020	1							1	12/17/2020	1	
						1	9/14/2020	1							1	12/17/2020	1	
						1	5/26/2020	1							1	10/23/2020	1	
						1	6/22/2020	1							1	10/30/2020	1	
						1	1/3/2020	1							1	9/2/2020	1	
						1	1/3/2020	1							1	9/2/2020	1	
						1	1/3/2020	1							1	9/16/2020	1	
						1	1/3/2020	1							1	9/16/2020	1	
						1	1/3/2020	1							1	9/30/2020	1	
						1	1/3/2020	1							1	10/14/2020	1	
						1	1/3/2020	1							1	10/14/2020	1	
						1	1/3/2020	1							1	10/28/2020	1	
						1	1/3/2020	1							1	10/28/2020	1	
						1	1/3/2020	1							1	11/12/2020	1	
						1	1/3/2020	1							1	11/13/2020	1	
						1	1/15/2020	1							1	9/30/2020	1	
								0							1	2/18/2020	1	
								0							1	2/24/2020	1	
								0							1	2/24/2020	1	
								0							1	2/19/2020	1	
								0							1	1/2/2020	1	
								0							1	1/3/2020	1	
								0							1	1/3/2020	1	
								0							1	2/20/2020	1	
								0							1	2/20/2020	1	
								0							1	1/6/2020	1	
								0							1	1/21/2020	1	
								0							1	1/21/2020	1	
								0							1	1/28/2020	1	
								0							1	1/28/2020	1	
								0							1	2/6/2020	1	
								0							1	2/6/2020	1	
								0							1	1/30/2020	1	
								0							1	1/30/2020	1	
								0							1	1/9/2020	1	
								0							1	1/17/2020	1	
								0						1		1/22/2020	1	
								0						1		1/7/2020	1	
								0							1	2/21/2020	1	
								0							1	2/21/2020	1	
								0							1	2/24/2020	1	
								0							1	1/8/2020	1	
								0							1	1/10/2020	1	
								0						1		1/16/2020	1	
								0						1	0	1/29/2020	1	
								0							1	2/11/2020	1	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
N									
N									
N									
N				Used HCD affordability calculator with actual sales price					
N									
N									
N			

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
	052550029	4544 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0137	SFD	O									0
	052550030	4540 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0138	SFD	O									0
	052550018	4531 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0080	SFD	O									0
	052550031	4536 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0081	SFD	O									0
	052550032	4532 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0082	SFD	O									0
	052550033	4528 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0083	SFD	O									0
	056480051	5447 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1908-0192	SFD	O									0
	056480052	5451 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1908-0193	SFD	O									0
	056480067	5452 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1908-0194	SFD	O									0
	067121004	406 W 12TH ST		B2003-0026	ADU	R									0
	066208008	421 W 9TH ST #A		B2003-0031	ADU	R									0
	074425007	1715 SPRINGWOOD WAY		B2003-0050	ADU	R									0
	067271007	228 LAWTON ST #B		B2003-0146	ADU	R									0
	067281010	207 ROSSI AVE #A		B2005-0164	ADU	R									0
	056090030	5142 TWINCREEK CT		B2006-0068	ADU	R									0
	068154011	2738 ROOSEVELT LN		B2006-0203	ADU	R									0
	066134014	1023 W 5TH ST		B2007-0069	ADU	R									0
	067080014	310 W 13TH ST		B2007-0302	ADU	R									0
	067080014	312 W 13TH ST		B2007-0302	ADU	R									0
	072121014	3424 BLYTHE DR		B2009-0132	ADU	R									0
	066222040	811 O ST #B		B2009-0432	ADU	R									0
	071043018	2749 BAUTISTA ST #A		B2010-0285	ADU	R									0
	071072015	10 WORRELL RD	WORRELL, APARTMENTS LLC	B1801-0001	5+	R									0
															0
															0
															0
															0
															0
															0
	052242027	2798 LILY COURT	DENOVA HOMES	B1907-0269	SFD	O									0
	052242028	2796 LILY COURT	DENOVA HOMES	B1907-0270	SFD	O									0
	052242029	2794 LILY COURT	DENOVA HOMES	B1907-0271	SFD	O									0
	052242030	2792 LILY COURT	DENOVA HOMES	B1907-0272	SFD	O									0
	052242031	2790 LILY COURT	DENOVA HOMES	B1907-0273	SFD	O									0
	052242032	2788 LILY COURT	DENOVA HOMES	B1907-0274	SFD	O									0
	052242033	2786 LILY COURT	DENOVA HOMES	B1907-0275	SFD	O									0
	052242034	2784 LILY COURT	DENOVA HOMES	B1907-0276	SFD	O									0
	052242035	2782 LILY COURT	DENOVA HOMES	B1907-0277	SFD	O									0
	052242036	2780 LILY COURT	DENOVA HOMES	B1907-0278	SFD	O									0
	052242037	2778 LILY COURT	DENOVA HOMES	B1907-0279	SFD	O									0
	052242038	2776 LILY COURT	DENOVA HOMES	B1907-0280	SFD	O									0
	052242039	2774 LILY COURT	DENOVA HOMES	B1907-0281	SFD	O									0
	052242040	2772 LILY COURT	DENOVA HOMES	B1907-0282	SFD	O									0
	052242041	2770 LILY COURT	DENOVA HOMES	B1907-0283	SFD	O									0
	052242042	2768 LILY COURT	DENOVA HOMES	B1907-0284	SFD	O									0
	052242043	2766 LILY COURT	DENOVA HOMES	B1907-0285	SFD	O									0
	052242044	2764 LILY COURT	DENOVA HOMES	B1907-0286	SFD	O									0
	052242045	2758 LILY COURT	DENOVA HOMES	B1907-0287	SFD	O									0
	052242046	2756 LILY COURT	DENOVA HOMES	B1907-0288	SFD	O									0
	052242047	2754 LILY COURT	DENOVA HOMES	B1907-0289	SFD	O									0
	052540005	4512 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B1911-0017	SFD	O									0
	052540033	4515 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0079	SFD	O									0
	052540034	4519 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0080	SFD	O									0
	052550017	4527 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0079	SFD	O									0
	052550019	4535 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0134	SFD	O									0
	052550022	4547 PARK SIDE ST	K HOVANIAN COMPANIES OF CALIFO	B1907-0047	SFD	O									0
															0
															0
	052550043	4563 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0251	SFD	O									0
	052550044	4567 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0252	SFD	O									0
	052550045	4571 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0253	SFD	O									0
															0
															0
	052560018	4556 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0254	SFD	O									0

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*
								0							1	1/29/2020	1	
								0							1	1/16/2020	1	
								0						1		2/7/2020	1	
								0						1		1/14/2020	1	
								0							1	1/31/2020	1	
								0							1	2/7/2020	1	
								0						1		1/24/2020	1	
								0						1		1/31/2020	1	
								0						1		2/6/2020	1	
	1						6/10/2020	1									0	
	1						7/8/2020	1									0	
	1						5/13/2020	1									0	
	1						5/28/2020	1							1	9/30/2020	1	
	1						5/28/2020	1							1	6/5/2020	1	
	1						8/12/2020	1									0	
	1						6/23/2020	1									0	
	1						7/29/2020	1									0	
	1						8/20/2020	1									0	
	1						8/20/2020	1									0	
	1						11/23/2020	1									0	
	1						11/4/2020	1									0	
	1						12/14/2020	1									0	
								0							58	5/8/2020	58	
								0									0	
								0									0	
								0									0	
								0									0	
								0									0	
								0									0	
								0						1		6/26/2020	1	
								0							1	3/20/2020	1	
								0						1		3/27/2020	1	
								0							1	3/25/2020	1	
								0						1		3/27/2020	1	
								0							1	3/31/2020	1	
								0						1		4/1/2020	1	
								0						1		4/20/2020	1	
								0							1	4/22/2020	1	
								0						1		4/24/2020	1	
								0						1		5/22/2020	1	
								0						1		5/27/2020	1	
								0							1	6/17/2020	1	
								0						1		8/5/2020	1	
								0						1		6/22/2020	1	
								0						1		8/12/2020	1	
								0						1		6/26/2020	1	
								0						1		8/26/2020	1	
								0						1		7/7/2020	1	
								0						1		8/28/2020	1	
								0						1		7/13/2020	1	
								0							1	7/23/2020	1	
								0							1	3/9/2020	1	
								0							1	3/9/2020	1	
								0							1	3/31/2020	1	
								0							1	3/25/2020	1	
								0							1	3/9/2020	1	
								0									0	
								0									0	
								0							1	4/14/2020	1	
								0							1	4/14/2020	1	
								0							1	4/13/2020	1	
								0									0	
								0									0	
								0							1	3/26/2020	1	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
N									
N									
N				Used HCD affordability calculator					
N				Used HCD affordability calculator with actual sales price					
N									
N									
N				Used HCD affordability calculator					
N				Used HCD affordability calculator					
N				Used HCD affordability calculator with actual sales price					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental					
N				Square footage x Antioch rental housing cost per sf + utility cost					
N				Used HCD affordability calculator with actual sales price					
N									
N				Used HCD affordability calculator with actual sales price					
N									
N				Used HCD affordability calculator with actual sales price					
N									
N				Used HCD affordability calculator					
N				Used HCD affordability calculator with actual sales price					
N									
N				Used HCD affordability calculator					
N				Used HCD affordability calculator					
N				Used HCD affordability calculator with actual sales price					
N				Used HCD affordability calculator					
N				Used HCD affordability calculator with actual sales price					
N				Used HCD affordability calculator					
N				Used HCD affordability calculator					
N				Used HCD affordability calculator

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
	052560019	4552 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0255	SFD	O									0
	052560020	4548 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0258	SFD	O									0
	052560021	4544 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B1908-0259	SFD	O									0
															0
	053780065	5539 PINNACLE VIEW CT	DAVIDON, HOMES	B1904-0022	SFD	O									0
	053780066	5540 PINNACLE VIEW CT	DAVIDON, HOMES	B1904-0023	SFD	O									0
	053780067	5538 PINNACLE VIEW CT	DAVIDON, HOMES	B1904-0024	SFD	O									0
	053780068	5536 PINNACLE VIEW CT	DAVIDON, HOMES	B1904-0025	SFD	O									0
	053780069	5534 PINNACLE VIEW CT	DAVIDON, HOMES	B1904-0026	SFD	O									0
	053780070	5520 SHELL RIDGE WAY	DAVIDON, HOMES	B1904-0027	SFD	O									0
	053780071	5524 SHELL RIDGE WAY	DAVIDON, HOMES	B1904-0028	SFD	O									0
	053780072	5528 SHELL RIDGE WAY	DAVIDON, HOMES	B1904-0029	SFD	O									0
	053790027	5521 SIERRA TRAIL WAY	DAVIDON, HOMES	B1904-0030	SFD	O									0
	053790028	5517 SIERRA TRAIL WAY	DAVIDON, HOMES	B1904-0031	SFD	O									0
	053790029	5513 SIERRA TRAIL WAY	DAVIDON, HOMES	B1904-0032	SFD	O									0
	053790030	5509 SIERRA TRAIL WAY	DAVIDON, HOMES	B1904-0033	SFD	O									0
	053790031	5505 SIERRA TRAIL WAY	DAVIDON, HOMES	B1904-0034	SFD	O									0
	053790032	5501 SIERRA TRAIL WAY	DAVIDON, HOMES	B1904-0035	SFD	O									0
	053790033	5497 SIERRA TRAIL WAY	DAVIDON, HOMES	B1904-0036	SFD	O									0
	056480053	5455 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1910-0159	SFD	O									0
	056480054	5459 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1910-0160	SFD	O									0
	056480055	5463 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1910-0161	SFD	O									0
	056480056	5467 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1912-0093	SFD	O									0
	056480057	5471 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1912-0094	SFD	O									0
	056480062	5472 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1912-0095	SFD	O									0
	056480063	5468 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1912-0096	SFD	O									0
	056480064	5464 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1910-0162	SFD	O									0
	056480065	5460 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1910-0163	SFD	O									0
	056480066	5456 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B1910-0164	SFD	O									0
															0
															0
															0
	057080030	5627 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B1905-0270	SFD	O									0
	057080031	5301 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0271	SFD	O									0
	057080032	5305 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0272	SFD	O									0
	057080033	5309 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0273	SFD	O									0
	057080034	5313 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0274	SFD	O									0
	057080037	5325 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1904-0263	SFD	O									0
	057080044	5353 CAPAY VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0136	SFD	O									0
	057100001	5360 RAMONA VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0125	SFD	O									0
	057100002	5356 RAMONA VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0126	SFD	O									0
	057100003	5352 RAMONA VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0127	SFD	O									0
	055460003	5400 MOJAVE WAY	GREENHOUSE, JOHN	B2005-0153	SFD	O									0
	055460003	5402 MOJAVE WAY	GREENHOUSE, JOHN	B2005-0153	ADU	R									0
															0
	057110043	5365 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1902-0114	SFD	O									0
	057110053	5316 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0131	SFD	O									0
	057110054	5312 REDWOOD VALLEY LANE	BENCHMARK COMMUNITIES LLC	B1905-0132	SFD	O									0
	068153035	100 E TREGALLAS ROAD	BAHENA ALFONSO	B1908-0089	SFD	O									0
															0
															0
															0
	089570045	3490 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0217	SFD	O									0
	089570044	3494 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0216	SFD	O									0
	089570043	3498 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0215	SFD	O									0
	089600068	3560 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0214	SFD	O									0
	089600067	3564 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0213	SFD	O									0
	089600066	3568 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0212	SFD	O									0
	089600065	3572 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0211	SFD	O									0
	000000001	3576 COUNTRY SIDE WAY	DISCOVERY BUILDERS INC	B1911-0210	SFD	O									0
	089590049	3613 TORGENSEN CT	DISCOVERY BUILDERS INC	B1911-0209	SFD	O									0
	057090046	5301 MCDOWELL VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0223	SFD	O									0
	057090047	5305 MCDOWELL VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0224	SFD	O									0
	057090071	5590 CHALK HILL LN	BENCHMARK COMMUNITIES LLC	B1909-0227	SFD	O									0

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Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*
								0							1	3/27/2020	1	
								0							1	10/30/2020	1	
								0							1	11/5/2020	1	
								0									0	
								0							1	3/3/2020	1	
								0							1	3/3/2020	1	
								0							1	3/16/2020	1	
								0							1	3/16/2020	1	
								0							1	3/31/2020	1	
								0							1	4/14/2020	1	
								0							1	4/14/2020	1	
								0							1	3/31/2020	1	
								0							1	4/28/2020	1	
								0							1	4/28/2020	1	
								0							1	5/12/2020	1	
								0							1	5/12/2020	1	
								0							1	5/27/2020	1	
								0							1	5/27/2020	1	
								0							1	5/27/2020	1	
								0						1		3/12/2020	1	
								0						1		3/3/2020	1	
								0						1		3/3/2020	1	
								0							1	5/20/2020	1	
								0						1		5/28/2020	1	
								0						1		4/28/2020	1	
								0							1	5/20/2020	1	
								0						1		3/31/2020	1	
								0						1		3/18/2020	1	
								0						1		3/24/2020	1	
								0									0	
								0									0	
								0									0	
								0							1	3/31/2020	1	
								0							1	3/31/2020	1	
								0							1	3/17/2020	1	
								0							1	3/17/2020	1	
								0							1	3/31/2020	1	
								0							1	1/3/2020	1	
								0							1	4/1/2020	1	
								0							1	3/5/2020	1	
								0							1	3/5/2020	1	
								0							1	3/5/2020	1	
							1	1									0	
	1							1									0	
								0									0	
								0							1	12/28/2020	1	
								0							1	4/1/2020	1	
								0							1	4/1/2020	1	
								0						1	0	9/30/2020	1	
								0									0	
								0									0	
								0									0	
								0							1	12/4/2020	1	
								0							1	12/14/2020	1	
								0							1	12/23/2020	1	
								0							1	7/8/2020	1	
								0							1	7/28/2020	1	
								0							1	7/8/2020	1	
								0							1	7/8/2020	1	
								0							1	7/8/2020	1	
								0							1	4/24/2020	1	
							1	1									0	
							1	1									0	
							1	1									0	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N				Used HCD affordability calculator with actual sales price					
N				Used HCD affordability calculator with actual sales price					
N				Used HCD affordability calculator with actual sales price					
N									
N				Used HCD affordability calculator with actual sales price					
N				Used HCD affordability calculator with actual sales price					
N									
N				Used HCD affordability calculator with actual sales price					
N				Used HCD affordability calculator with actual sales price					
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N				Square footage x Antioch rental housing cost per sf + utility cost					
N									
N									
N									
N				Used HCD affordability calculator with actual sales price					
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									

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
	057090072	5594 CHALK HILL LN	BENCHMARK COMMUNITIES LLC	B1909-0228	SFD	O									0
	057110075	5332 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0257	SFD	O									0
	057110076	5328 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0258	SFD	O									0
	057110077	5324 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0259	SFD	O									0
	057110074	5336 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B1910-0226	SFD	O									0
	052540007	4508 GOODE CT	K HOVANIAN COMPANIES OF CALIFO	B1911-0019	SFD	O									0
	056310062	5436 PREWETT RANCH DR	ALBERT D SEENO CONST CO	B2001-0048	SFD	O									0
	056310063	5440 PREWETT RANCH DR	ALBERT D SEENO CONST CO	B2001-0049	SFD	O									0
	056310064	5444 PREWETT RANCH DR	ALBERT D SEENO CONST CO	B2001-0050	SFD	O									0
	052550036	4535 BITTER ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0224	SFD	O									0
	052550037	4539 BITTER ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0225	SFD	O									0
	052560025	4528 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0226	SFD	O									0
	052560026	4524 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0227	SFD	O									0
	052540035	4520 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0228	SFD	O									0
	052540036	4516 BITTER ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0229	SFD	O									0
	052550038	4543 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0123	SFD	O									0
	052550039	4547 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0124	SFD	O									0
	052550040	4551 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0125	SFD	O									0
	052560023	4536 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0126	SFD	O									0
	052560024	4532 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0127	SFD	O									0
	056310061	5432 PREWETT RANCH DR	WEST, COAST HOME BUILDERS	B2002-0202	SFD	O									0
	056310065	5448 PREWETT RANCH DR	WEST, COAST HOME BUILDERS	B2002-0203	SFD	O									0
	056310066	5468 PREWETT RANCH DR	WEST, COAST HOME BUILDERS	B2002-0204	SFD	O									0
	056310067	5472 PREWETT RANCH DR	WEST, COAST HOME BUILDERS	B2002-0205	SFD	O									0
	056310083	5436 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS	B2002-0212	SFD	O									0
	056310084	5432 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS	B2002-0213	SFD	O									0
	056310085	5429 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS	B2002-0214	SFD	O									0
	056310086	5433 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS	B2002-0215	SFD	O									0
	056310087	5437 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS	B2002-0216	SFD	O									0
	052540016	4480 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2003-0108	SFD	O									0
	052540017	4476 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2003-0109	SFD	O									0
	052540032	4493 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2003-0111	SFD	O									0
	052540038	4508 BITTER ST	K HOVANIAN COMPANIES OF CALIFO	B2004-0011	SFD	O									0
	053800023	5404 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0039	SFD	O									0
	053800024	5408 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0040	SFD	O									0
	053800025	5412 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0041	SFD	O									0
	053800026	5416 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0042	SFD	O									0
	053800027	5420 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0043	SFD	O									0
	053800028	5419 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0044	SFD	O									0
	053800030	5411 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0046	SFD	O									0
	053800031	5407 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0047	SFD	O									0
	057-120-071	5237 CANEVA COURT	DENOVA HOMES	B2006-0174	SFD	O									0
	057-120-072	5235 CANEVA CT	DENOVA HOMES	B2006-0175	SFD	O									0
	057-120-073	5233 CANEVA CT	DENOVA HOMES	B2006-0176	SFD	O									0
	057-130-049	5231 CANEVA CT	DENOVA HOMES	B2006-0177	SFD	O									0
	053800005	5425 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0308	SFD	O									0
	053800006	5421 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0309	SFD	O									0
	053800007	5417 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0310	SFD	O									0
	053800008	5413 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0311	SFD	O									0
	053800009	5409 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0312	SFD	O									0
	053800010	5405 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0313	SFD	O									0
	053800011	5401 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0314	SFD	O									0
	053800038	5402 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0315	SFD	O									0
	053800039	5406 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0316	SFD	O									0
	053800040	5410 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0317	SFD	O									0
	053800041	5414 TRAILHEAD CT	DAVIDON, HOMES	B2007-0318	SFD	O									0
	053800042	5416 TRAILHEAD CT	DAVIDON, HOMES	B2007-0319	SFD	O									0
	053800043	5418 TRAILHEAD CT	DAVIDON, HOMES	B2007-0320	SFD	O									0
	053800044	5420 TRAILHEAD CT	DAVIDON, HOMES	B2007-0321	SFD	O									0
	053800045	5424 TRAILHEAD CT	DAVIDON, HOMES	B2007-0322	SFD	O									0
	056490009	5437 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2008-0122	SFD	O									0
	056490010	5441 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2008-0123	SFD	O									0
	056490029	5428 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0124	SFD	O									0
	056490030	5432 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0125	SFD	O									0

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*
						1	12/2/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	8/17/2020	1									0	
						1	1/15/2020	1									0	
						1	1/15/2020	1									0	
						1	1/15/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	3/3/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	7/29/2020	1									0	
						1	8/17/2020	1									0	
						1	8/17/2020	1									0	
						1	8/17/2020	1									0	
						1	8/27/2020	1									0	
						1	5/19/2020	1									0	
						1	5/19/2020	1									0	
						1	5/19/2020	1									0	
						1	5/19/2020	1									0	
						1	5/19/2020	1									0	
						1	5/19/2020	1									0	
						1	5/19/2020	1									0	
						1	5/19/2020	1									0	
						1	7/8/2020	1									0	
						1	7/8/2020	1									0	
						1	7/8/2020	1									0	
						1	7/8/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/10/2020	1									0	
						1	8/24/2020	1									0	
						1	8/24/2020	1									0	
						1	8/24/2020	1									0	
						1	8/24/2020	1									0	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
N									
N									
N								

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
	056490031	5436 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0126	SFD	O									0
	056490032	5440 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0127	SFD	O									0
	056490033	5444 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0128	SFD	O									0
	056490034	5448 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0129	SFD	O									0
	057120062	5232 TRIMONTI CIRCLE	DENOVA HOMES	B2008-0147	SFD	O									0
	057120063	5236 TRIMONTI CIRCLE	DENOVA HOMES	B2008-0148	SFD	O									0
	057-130-023	5240 TRIMONTI CIR	DENOVA HOMES	B2008-0149	SFD	O									0
	057-130-024	5244 TRIMONTI CIRCLE	DENOVA HOMES	B2008-0150	SFD	O									0
	057-130-025	5248 TRIMONTI CIRCLE	DENOVA HOMES	B2008-0151	SFD	O									0
	057-130-026	5252 TRIMONTI CIRCLE	DENOVA HOMES	B2008-0152	SFD	O									0
	057080002	5358 POTTER VALLEY LN	BENCHMARK COMMUNITIES LLC	B2008-0167	SFD	O									0
	057080003	5354 POTTER VALLEY LN	BENCHMARK COMMUNITIES LLC	B2008-0168	SFD	O									0
	057100011	5356 GUENOC VALLEY LN	BENCHMARK COMMUNITIES LLC	B2008-0195	SFD	O									0
	057100012	5352 GUENOC VALLEY LN	BENCHMARK COMMUNITIES LLC	B2008-0196	SFD	O									0
	057100013	5348 GUENOC VALLEY LN	BENCHMARK COMMUNITIES LLC	B2008-0197	SFD	O									0
	not available	5541 SUMMIT VIEW WAY	DAVIDON HOMES	B2008-0218	SFD	O									0
	not available	5537 SUMMIT VIEW WAY	DAVIDON HOMES	B2008-0219	SFD	O									0
	not available	5533 SUMMIT VIEW WAY	DAVIDON HOMES	B2008-0220	SFD	O									0
	not available	5529 SUMMIT VIEW WAY	DAVIDON HOMES	B2008-0221	SFD	O									0
	057080063	5319 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0020	SFD	O									0
	057080064	5323 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0021	SFD	O									0
	057080065	5327 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0022	SFD	O									0
	057080066	5331 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0023	SFD	O									0
	057080067	5335 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0024	SFD	O									0
	057080078	5336 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0025	SFD	O									0
	057080079	5332 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0026	SFD	O									0
	057080080	5328 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0027	SFD	O									0
	057080081	5324 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0028	SFD	O									0
	057080082	5320 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0029	SFD	O									0
	057080083	5316 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0030	SFD	O									0
	057080084	5312 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0031	SFD	O									0
	057080027	5615 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0124	SFD	O									0
	057080028	5619 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0125	SFD	O									0
	057080029	5623 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0126	SFD	O									0
	057080058	5616 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0127	SFD	O									0
	057080059	5612 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0128	SFD	O									0
	057080060	5608 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0129	SFD	O									0
	057080061	5311 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0130	SFD	O									0
	057080062	5315 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0131	SFD	O									0
	057-130-032	5241 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0158	SFD	O									0
	057-130-033	5237 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0159	SFD	O									0
	057-130-034	5233 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0160	SFD	O									0
	057-130-037	5241 MEDEA WAY	DENOVA HOMES	B2009-0161	SFD	O									0
	057-130-038	5237 MEDEA WAY	DENOVA HOMES	B2009-0162	SFD	O									0
	057110025	5601 YORK MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0235	SFD	O									0
	057110026	5605 YORK MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0236	SFD	O									0
	057110027	5301 REDWOOD VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0237	SFD	O									0
	057110028	5305 REDWOOD VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0238	SFD	O									0
	057110029	5309 REDWOOD VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0239	SFD	O									0
	057110030	5313 REDWOOD VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0240	SFD	O									0
	057110065	5341 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0241	SFD	O									0
	057110066	5345 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0242	SFD	O									0
	056490035	5452 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2009-0327	SFD	O									0
	056490042	5427 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2009-0328	SFD	O									0
	056490043	5423 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2009-0329	SFD	O									0
	056490044	5419 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2009-0330	SFD	O									0
	056490011	5445 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0333	SFD	O									0
	056490012	5449 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0334	SFD	O									0
	056490013	5453 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0335	SFD	O									0
	056490014	5457 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0336	SFD	O									0
	056490015	5461 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0337	SFD	O									0
	056490016	5465 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0338	SFD	O									0
	056490017	5469 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0339	SFD	O									0
	056490018	5399 ALVAR LOOP	MERITAGE, HOMES OF CA INC	B2009-0340	SFD	O									0

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*
						1	8/24/2020	1									0	
						1	8/24/2020	1									0	
						1	8/24/2020	1									0	
						1	8/24/2020	1									0	
						1	11/12/2020	1									0	
						1	11/12/2020	1									0	
						1	11/12/2020	1									0	
						1	11/12/2020	1									0	
						1	11/12/2020	1									0	
						1	11/12/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	8/27/2020	1									0	
						1	8/27/2020	1									0	
						1	8/27/2020	1									0	
						1	8/27/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/14/2020	1									0	
						1	9/16/2020	1									0	
						1	9/16/2020	1									0	
						1	9/16/2020	1									0	
						1	9/16/2020	1									0	
						1	9/16/2020	1									0	
					1	0	9/16/2020	1									0	
						1	9/16/2020	1									0	
						1	9/16/2020	1									0	
						1	12/8/2020	1									0	
						1	12/8/2020	1									0	
						1	12/8/2020	1									0	
						1	12/8/2020	1									0	
						1	12/8/2020	1									0	
						1	12/8/2020	1									0	
						1	9/24/2020	1									0	
						1	9/24/2020	1									0	
						1	9/24/2020	1									0	
						1	9/24/2020	1									0	
						1	9/24/2020	1									0	
						1	9/24/2020	1									0	
						1	9/24/2020	1									0	
						1	10/26/2020	1									0	
						1	10/26/2020	1									0	
						1	10/26/2020	1									0	
						1	10/26/2020	1									0	
						1	10/12/2020	1									0	
						1	10/12/2020	1									0	
						1	10/12/2020	1									0	
						1	10/12/2020	1									0	
						1	10/12/2020	1									0	
						1	10/12/2020	1									0	
						1	10/12/2020	1									0	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
N									
N									
N								

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
	057110060	5321 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0420	SFD	O									0
	057110061	5325 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0421	SFD	O									0
	057110062	5329 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0422	SFD	O									0
	057110063	5333 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0423	SFD	O									0
	057110064	5337 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0424	SFD	O									0
	057110072	5344 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0425	SFD	O									0
	057110073	5340 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0426	SFD	O									0
	057090048	5309 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0012	SFD	O									0
	057090049	5313 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0013	SFD	O									0
	057090050	5317 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0014	SFD	O									0
	057090051	5321 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0015	SFD	O									0
	057090052	5325 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0016	SFD	O									0
	057090053	5329 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0017	SFD	O									0
	057090054	5333 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0018	SFD	O									0
	057090055	5337 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0019	SFD	O									0
	057041004	4308 DEER HILL LN	LECHUGA, RAMON & EVANGELINA	B2010-0098	SFD	O									0
	057110078	5320 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0189	SFD	O									0
	057080041	5341 CAPAY VALLEY LN	ARROYO, CAP VI LLC	B2010-0198	SFD	O									0
	057080050	5336 CAPAY VALLEY LN	ARROYO, CAP VI LLC	B2010-0205	SFD	O									0
	057080068	5339 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0206	SFD	O									0
	057080069	5343 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0207	SFD	O									0
	057080070	5347 BENNETT VALLEY LN	ARROYO, CAP VI LLC	B2010-0208	SFD	O									0
	057080071	5351 BENNETT VALLEY LN	ARROYO, CAP VI LLC	B2010-0209	SFD	O									0
	057080072	5355 BENNETT VALLEY LN	ARROYO, CAP VI LLC	B2010-0210	SFD	O									0
	057080073	5356 BENNETT VALLEY LN	ARROYO, CAP VI LLC	B2010-0211	SFD	O									0
	057080074	5352 BENNETT VALLEY LN	ARROYO, CAP VI LLC	B2010-0212	SFD	O									0
	057080075	5348 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0213	SFD	O									0
	057080076	5344 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0227	SFD	O									0
	057080077	5340 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0228	SFD	O									0
	056490036	5456 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2011-0004	SFD	O									0
	056490041	5431 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2011-0005	SFD	O									0
	056490048	5488 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2011-0006	SFD	O									0
	056490049	5492 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2011-0007	SFD	O									0
	057110058	5313 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2011-0067	SFD	O									0
	057110059	5317 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2011-0068	SFD	O									0
	057110079	5316 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2011-0069	SFD	O									0
	057110080	5312 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2011-0070	SFD	O									0
	053-800-016	5376 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0119	SFD	O									0
	053-800-017	5380 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0121	SFD	O									0
	053-800-018	5384 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0125	SFD	O									0
	053-800-019	5388 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0127	SFD	O									0
	053-800-020	5392 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0128	SFD	O									0
	053-800-021	5396 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0129	SFD	O									0
	053-800-022	5400 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0131	SFD	O									0
	053-800-032	5403 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0132	SFD	O									0
	053-800-033	5399 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0135	SFD	O									0
	053-800-034	5395 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0137	SFD	O									0
	053-800-035	5391 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0139	SFD	O									0
	053-800-036	5387 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0141	SFD	O									0
	not available	5512 SUMMIT VIEW WAY	DAVIDON HOMES	B2011-0146	SFD	O									0
	not available	5516 SUMMIT VIEW WAY	DAVIDON HOMES	B2011-0149	SFD	O									0
	not available	5520 SUMMIT VIEW WAY	DAVIDON HOMES	B2011-0151	SFD	O									0
	not available	5517 RIDGEPOINT WAY	DAVIDON HOMES	B2011-0152	SFD	O									0
	not available	5513 RIDGEPOINT WAY	DAVIDON HOMES	B2011-0154	SFD	O									0
	not available	5509 MONTE VISTA WAY	DAVIDON HOMES	B2011-0155	SFD	O									0
	not available	5505 MONTE VISTA WAY	DAVIDON HOMES	B2011-0156	SFD	O									0
	not available	5501 RIDGEPOINT WAY	DAVIDON HOMES	B2011-0158	SFD	O									0
	not available	5497 MONTE VISTA WAY	DAVIDON HOMES	B2011-0160	SFD	O									0
	not available	5510 MONTE VISTA WAY	DAVIDON HOMES	B2011-0162	SFD	O									0
	not available	5506 MONTE VISTA WAY	DAVIDON HOMES	B2011-0163	SFD	O									0
	not available	5502 MONTE VISTA WAY	DAVIDON HOMES	B2011-0166	SFD	O									0
	057080024	5603 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2011-0193	SFD	O									0
	057080025	5607 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2011-0194	SFD	O									0
	057080026	5611 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2011-0195	SFD	O									0

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	10/8/2020	1									0	
						1	12/1/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	10/29/2020	1									0	
						1	11/19/2020	1									0	
						1	11/19/2020	1									0	
						1	11/19/2020	1									0	
						1	11/19/2020	1									0	
						1	11/10/2020	1									0	
						1	11/10/2020	1									0	
						1	11/10/2020	1									0	
						1	11/10/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/23/2020	1									0	
						1	11/24/2020	1									0	
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
N									
N									
N								

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
	057080046	5352 CAPAY VALLEY LN	ARROYO, CAP VI LLC	B2011-0196	SFD	O									0
	057080047	5348 CAPAY VALLEY LN	ARROYO, CAP VI LLC	B2011-0197	SFD	O									0
	057080048	5344 CAPAY VALLEY LN	ARROYO, CAP VI LLC	B2011-0198	SFD	O									0
	057080049	5340 CAPAY VALLEY LN	ARROYO, CAP VI LLC	B2011-0199	SFD	O									0
	057080085	5602 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2011-0200	SFD	O									0
	057090069	5578 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0208	SFD	O									0
	057090070	5586 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0209	SFD	O									0
	057090073	5599 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0210	SFD	O									0
	057090074	5595 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0211	SFD	O									0
	057090075	5591 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0212	SFD	O									0
	057090076	5587 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0213	SFD	O									0
	057090077	5583 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0214	SFD	O									0
	057090078	5579 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0215	SFD	O									0
	057-130-027	5256 TRIMONTI CIRCLE	DENOVA HOMES	B2011-0333	SFD	O									0
	057-130-028	5260 TRIMONTI CIRCLE	DENOVA HOMES	B2011-0335	SFD	O									0
	057-130-029	5264 TRIMONTI CIRCLE	DENOVA HOMES	B2011-0336	SFD	O									0
	057-130-030	5249 TRIMONTI CIRCLE	DENOVA HOMES	B2011-0337	SFD	O									0
	057-130-040	5229 MEDEA WAY	DENOVA HOMES	B2011-0339	SFD	O									0
	057-130-041	5225 MEDEA WAY	DENOVA HOMES	B2011-0340	SFD	O									0
	051200025	3570 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2006-0290	5+	R									0
	051200025	3542 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2006-0291	5+	R									0
	051200025	3562 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2009-0092	5+	R									0
	051200025	3566 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2009-0141	5+	R									0
	051200025	3530 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2011-0038	5+	R									0
	051200025	3534 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2011-0040	5+	R									0
	051200025	3546 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2011-0041	5+	R									0
	051200025	3550 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2011-0303	5+	R									0
	051200025	3554 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2011-0304	5+	R									0
	051200025	3558 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2011-0305	5+	R									0
	051200025	3574 E 18TH ST	AMCAL, ANTIOCH FUND LP	B2011-0306	5+	R									0
															0

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy									
7							8	9	10							11	12	13
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 Date Issued	# of Units Issued Building Permits	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) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	
						1	12/2/2020	1									0	
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						1	12/17/2020	1									0	
						1	12/17/2020	1									0	
						1	12/17/2020	1									0	
						1	12/17/2020	1									0	
						1	12/17/2020	1									0	
						1	12/17/2020	1									0	
23		64				1	7/8/2020	88									0	
5		19					7/8/2020	24									0	
5		19					11/10/2020	24									0	
5		19					11/10/2020	24									0	
5		18				1	11/10/2020	24									0	
5		19					11/10/2020	24									0	
5		18				1	11/10/2020	24									0	
5		19					11/24/2020	24									0	
5		19					11/24/2020	24									0	
5		19					11/24/2020	24									0	
23		66				1	11/24/2020	90									0	
								0									0	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
14	15	16	17	18	19	20			21
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)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
N									
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N		LIHTC	DB						

Jurisdiction	Antioch	
Reporting Year	2020	(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			91				195	154
	Non-Deed Restricted		1			1	2	14					
Low	Deed Restricted	205						299				300	
	Non-Deed Restricted					1							
Moderate	Deed Restricted	214										34	180
	Non-Deed Restricted		19	1			12	2					
Above Moderate		680	47	42	41	119	279	308				836	
Total RHNA		**1448**											
Total Units			**67**	**127**	**43**	**121**	**293**	**714**				**1365**	**334**

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

Jurisdiction	Antioch	
Reporting Year	2020	(Jan. 1 - Dec. 31)

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Antioch	
Reporting Year	2020	(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. Habitat for Humanity East Bay/Silicon Valley is the new provider for the program, which began to rehabilite homes in FY 2021
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.
1.1.5 Code Enforcement	Elimination of code violations within Antioch	Ongoing	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.For Calendar year 2020, Code Enforcement officers received 10,858 calls for service. Of these, 2,991 new cases were opened and 2,781 total cases were closed. Calendar 2020, the Abatement Team: * Removed 5,853 yards of illegally dumped waste from City right-of-ways and property property; * Removed 1,546 locations of graffiti * Removed 1,411 abandoned shopping carts from city property. In 2020, the Code Enforcement Division continued participating in the Mattress Recycling Council (MRC) program operated by the State of California's Department of Resources Recycling and Recovery (Cal Recycle). In 2020, nearly 1,200 mattresses were reported to MRC/CalRecycle resulting in nearly $18,000 back to the city in reimbursements! During 2020, the Code Enforcement Division continued the neighborhood cleanup events to assist residents with debris removal. The City of Antioch and Republic Services partnered together to host cleanup events so that residents have a no-cost way to legally dispose of unwanted items. During 2020, eleven cleanup events were held in various neighborhoods resulting in over 152 tons of debris removed from private properties and disposed of in a lawful manner!!
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	The City invested $1mil in CDBG funding to improve the roadway, drainage, and handicap access in low-income census tract 3050, which includes the new Amcal project of over 300 affordable units.
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	All 6 Code Enforcement Officers have received training and have experience in investigating building and housing issues and are responsible for addressing those violation types within their beat.

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**
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	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. 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.
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. Because of the COVID-19 pandemic, the City used CDBG-CV funding to provide both Eviction Prevention and Foreclosure Prevention services for the first time since the Recession of 2008, with services beginning in January 2021.
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.
Policy 2.1	Provide adequate residential sites for production of new for-sale and rental residental units	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 projected future housing needs.	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 housing.	Ongoing	No sites were downzoned in 2020.
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	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. Market rate units - In 2020, 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.
2.1.4 Above Moderate-Income Housing	To facilitate the development of needed above moderate-income housing by reserving areas for such development.	Ongoing	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. In 2020, staff met with potential developers including Live LMC, and Grupe Co. regarding potential multi-family developments and Lennar Group, Richmond American Homes, Yellow Roof Foundation and Su Property Group about single family and duplex developments.
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.	Ongoing	Market rate units - In 2020, staff met with potential developers including Live LMC, and Grupe Co. regarding potential multi-family developments and Lennar Group, Richmond American Homes, Yellow Roof Foundation and Su Property Group about single family and duplex developments.
2.2.1 Promote Loan Programs	Increase awareness of funds available for eligible first-time homebuyers.	Ongoing	Because of the COVID-19 pandemic, the City's First Time Homeowner program was suspended from March through the end of the year, due to fears of the housing market losing value and fears of another foreclosure crisis. No loans were issued in 2020.
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.
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	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). In 2020, the general shutdown of most businesses due to COVID-19 precluded further development efforts for nonprofit housing.

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**
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.	The Satellite "Tabora Gardens" project, finished in 2018, completes 84 (+1 manager unit) units affordable to households from 0-50% AMI. In 2020 the City sold 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. This project continues to be developed but was stagnant during 2021 due to the pandemic.
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.
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	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. Also see 2.3.1. narrative which details City efforts in developing the CARE Center site on City-owned property, including funding sources. In 2020, the City Housing Consultant continued discussions 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 are working to secure an affordable housing provider to construct micro units behind the new homeless shelter/CARE Center in Antioch as part of the development, which will be affordable at 0-30% AMI.
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. The Specific plan was finalized for adoption in 2017. These continued during 2020 with little forward motion due to the pandemic.
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	AMCAL received entitlement in 2019 and in 2020 began construction of 394 affordable apartments for seniors and families. Age-restricted units will compromise 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. 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 disabilities.
3.1.2 Senior Housing	Facilitate housing that is affordable for lower-income seniors.	Ongoing	See above description of AMCAL senior housing. The Antioch Homeless CARE Center site housing would also be available to homeless senior individuals.
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 2020.

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**
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	The City works very closely with the Contra Costa Homeless Continuum of Care body, called the Council on Homelessness. In 2020, the City's Housing consultant served on the Board of the Council on Homelessness, Healthcare for the Homeless, and the FEMA/United Way EFSP local board, sat on the Review and Ranking Committee for the CoC funding as well as for ESG and Emergency Food and Shelter (EFSP) Grants Committee, and participated in the Equity taskforce. The City activly 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. The City hosts the County's only homeless shelter for disabled homeless persons, continues to work with the County to place a CARE Center in Antioch, and is working to develop the five-acre land the City sold to the County to build homeless housing with services.
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. In 2020, the City transferred the parcel to the County for development of the homeless shelter and studio apartments/micro units for homeless individuals.
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 2021 in tandem with zoning ordinance updates to comply with SB 330 and SB 2 grant.
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.
4.1.1 Encourage Energy Conservation	Minimize costs of space heating and cooling in new and existing dwelling units.	Ongoing	Energy conservation for existing housing and neighborhoods is encouraged and supported in a variety of ways: - Condition of Approval - Energy conservation is incorporated into the standard condition of approval for new developments. - In 2020 the city continued to partner 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 continues to promote the programs available through BayREN and EnergyUpgrade California, including a Nextdoor post on the Energy Efficient Toolkit available for check out through the County Library System. - 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. 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. Nextdoor and Facebook posts in 2020 included holiday energy saving tips as well as easy things to do year round.
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 City 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. However, these efforts, although funded, were suspended in 2020 due to the restrictions imposed by the pandemic.
Goal 5	Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.	Ongoing	This is a housing element goal. Please see specific program implementation below.
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.

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**
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 2020 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 were made in 2020 to update the ordinance to mirror the State ordinance.
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.
6.1.1 Cooperative Association (Fair Housing and Tenant/Landlord Counseling)	City assistance to eliminate housing discrimination within the community.	Ongoing	The City coordinates with all CDBG jurisdictions to jointly offer Fair Housing and Tenant/Landlord Counseling program services, provided by Bay Area Legal Aid and Echo Housing, throughout Contra Costa. These contracts are funded by CDBG and operate on a fiscal year basis. For Fiscal years 201-20 and 2020-21, Antioch funded Fair Housing at $25k and Tenant/ Landlord services at $15k for FY 2019-20 and $30,000 for FY 20-21. Because of the COVID-19 pandemic, the received additional CDBG-CV funding. The City allocated $205,000 to ECHO Housing for Eviction Prevention services, legal services, Foreclosure Prevention services, and doubled the Tenant/Landlord Counseling budget. which it used to provide legal services to help prevent evictions. It also allocated amost $1mi for tenant rental assistance. Most servces have been delivered by telephone or Zoom meetings with clients. Fair Housing - The purpose of Fair Housing services is to end housing discrimination by providing discrimination investigations, counseling, mediation and advocacy, education and legal referrals, legal representation, and housing testing. Services included counseling on such issues as evictions, lockouts, mortgage foreclosure, repairs and habitability, security deposits, understanding lease terms, negotiating debt payment plans between landlords and tenants, and assisted tenants in public housing and those with Section 8 vouchers. In calendar year 2020, 72 Antioch residents were given Fair Housing services. Tenant/Landlord - The purpose of Tenant/Landlord housing service is to

Jurisdiction	Antioch	
Reporting Period	2020	(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 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									

A33

Jurisdiction	Antioch	
Reporting Period	2020	(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)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

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) 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									
Mobilehome Park Preservation									
Total Units by Income									

A34

Jurisdiction	Antioch	
Reporting Period	2020	(Jan. 1 - Dec. 31)

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Antioch					Note: "+" indicates an optional field
Reporting Period	2020	(Jan. 1 - Dec. 31)				Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Table H

Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Antioch	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	91
	Non-Deed Restricted	14
Low	Deed Restricted	299
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		308
Total Units		**714**

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:	467
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

Jurisdiction	Antioch	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 500,000.00

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
1. Housing Element Updates	$ 282,500.00		In Progress	REAP	
2.HE Zoning Ordinance Updates	$ 86,000.00		In Progress	REAP	
3.Prohousing Policies	$ 106,500.00		In Progress	None	
4.Grant Administration	$ 25,000.00		In Progress	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	91
	Non-Deed Restricted	14
Low	Deed Restricted	299
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		308
Total Units		**714**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	37
Above Moderate		235
Total Units		**272**

ANTIOCH
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CITY OF ANTIOCH
HOUSING SUCCESSOR TO THE REDEVELOPMENT AGENCY
SB 341 ANNUAL REPORTING REQUIREMENT
FOR FISCAL YEAR 2019-20, ENDING JUNE 30, 2020

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated March 25, 2019. This Report sets forth certain details of the housing activities of the City of Antioch, successor to the former Antioch Development Agency (ADA), during Fiscal Year 2019-20 year.

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor consultants, from information obtained from City staff and legal council, and the independent financial audit of the Low and Moderate Income Housing Asset Fund. The Comprehensive Annual Financial Report for Fiscal Year 2019-20, was prepared by Badawi & Associates, CPAs, and is separate from this annual summary Report. This Report conforms with Section 34176.1(f) of the Dissolution Law, and is organized into section I. through XI.

This Report was provided to the Housing Successor's governing body. This Report and the former redevelopment agency's pre-dissolution Implementation Plans are available to the public on the City's website at: http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm

❖ ❖ ❖ ❖ ❖ ❖

1. Amount the City received: *This section provides the amount the City received pursuant to subparagraph (A) or paragraph (3) of subdivision (b) of section 34191.4: repayments for loans between the City and former redevelopment agency allowed after the successor agency has been issued a finding of completion by the Department of Finance.*

Low and Moderate Income Housing Fund Set Aside Deficit Repayment	$1,416,974

2. Amount Deposited into LMIHAF: *This section provides the total amount of funds deposited into the LMIHAF during the Calendar Year, distinguishing between amounts deposited pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4, amounts deposited for other items listed on the Recognized Obligation Payment Schedule (ROPS), and other amounts deposited.*

Recognized Obligation Payment Schedule (ROPS) funding	1,416,974
Loan Payoff	39,849
Loan Interest Earnings/Shared Appreciation	9,281
Interest Earnings on Cash Balance	194,396
Other	0
Total Deposits	**$1,710,500**

3. **Ending Balance of LMIHAF:** *This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year, distinguishing any amounts held for items listed on the ROPS from other amounts.*

Cash	$6,744,902
Restricted for Current Payables	$71,947
Restricted for Encumbrances/Commitments	$0
Anticipated Current Receivables	$0
Available Cash Balance	**$6,672,955**

4. **Description of Expenditures from LMIHAF:** *This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized by (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities described in paragraphs (2) and (3) of subdivision (a), (B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) or subdivision (a), and (C) for the development of housing pursuant to paragraph (3) of subdivision (a).*

(A) Monitoring & Administration Expenditures	$132,276.08
(B) Homeless Prevention & Rapid Rehousing Services Expenditures	$110,217.32
(C) Housing Development Expenditures	
Antioch Homeownership Program (AHOP) Administration	$19.688.00
AHOP Loans Issued	
Multi-Family Housing Loan Issued	
Housing Rehabilitation Loan Program Administration	$35,760.54
Housing Rehabilitation Loans Issued	
Other Miscellaneous Contracts (Vista Diablo Subsidy, existing obligation)	
Total LMIHAF Expenditures	**$297,941.94**

The Housing Successor is allowed to spend up to the greater of $200,000 or 2% of the value of the Housing Assets Portfolio (defined and calculated in Section 5) on Monitoring and Administration Expenditures. The total value of Antioch Housing Successor assets is **$13,338,127**, and 2% of this value is $266,763, which is the allowable amount for administrative expenditures and monitoring. The agency has spent significantly less than this on administration this year.

5. **Statutory Value of Assets Owned by Housing Successor:** *This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts. Under the Dissolution Law and for the purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the Housing Asset Transfer Schedule approved by the Department of Finance, as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of the property purchased by the Housing Successor.*

Statutory Value of Real Property	$0
Value of Loans Receivable	$13,079,305
Value of Grants Receivable	$0
Value of Deferred Set-Aside (owed to Housing Fund)	$258,855
Total Value of Assets	$13,338,127

6. **Description of Transfers:** *This section describes any transfer to another housing agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.*

   The Housing Successor did not make an LMIHAF transfer to other Housing Successor(s) under Section 34176.1(c)(2) to develop a joint project during the Fiscal Year 2019-20.

7. **Project Descriptions:** *This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule (ROPS) and the status of that project.*

   None remaining

8. **Status of Compliance with Section 33334.16:** *This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update on the project is provided.*

   Not Applicable – no properties purchased using LMIHF prior to, or after, February 1, 2012.

9. **Description of Outstanding Obligations under Section 33413:** *This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency.*

   Replacement Housing: No Section 33413(a) replacement housing obligations were transferred to the Housing Successor according to the 2009-10 through 2015-16 City of Antioch Implementation Plan for the former Redevelopment Agency.

10. **Inclusionary/Production Housing:** No Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor according to the 2009-10 through 2015-16 City of Antioch Implementation Plan for the former Redevelopment Agency. The former Redevelopment Agency's Implementation Plans are posted on the City's website at: http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm.

Income Targeting Test: Section 34176.1(a)(3)(A) states that all funds remaining after the monitoring and administration and homeless prevention and rapid rehousing services expenditures are deducted must be used for the development of housing affordable to and occupied by households earning 80% or less of the area median income (AMI), **with at least 30% of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30% or less of the AMI** and **no more than 20% of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI**. The Housing Successor must demonstrate in the 2019 annual report, and every five years thereafter, that the Housing Successor's expenditures from January 1, 2014 through the end of the latest fiscal year covered in the report comply with these requirements.

If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year period, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

If the Housing Successor exceeds the expenditure limit for households earning between 60% and 80% of the AMI in any five year report, the Housing Successor shall not expend any of the remaining funds for households earning between 60% and 80% of the AMI until the Housing Successor demonstrates compliance with this limitation in an annual report.

For purposes of this calculation, 'development' means new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, acquisition of long-term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years.

For informational purposes, the following provides the Housing Successor's Extremely-Low Income Housing Test as of Fiscal Year 2019-20:

LMIHAF Expenditures by Income Restriction Report						
Fiscal Year	Type	Description	Amount Expended	Households Assisted by % of AMI		
				0-30%	31-50%	51-80%
2014-15	Rent Subsidy	Senior mobile home park	$97,540.30	$46,748.38	$30,991.68	$19,800.24
		Total Expenses 2014-15:	**$97,540.30**	**$46,748.38**	**$30,991.68**	**$19,800.24**
2015-16	Rent Subsidy	Senior mobile home park	$80,893.68	$33,545.28	$28,409.04	$18,939.36
		Total Expenses 2015-16:	**$80,893.68**	**$33,545.28**	**$28,409.04**	**$18,939.36**
2016-17	Rent Subsidy	Senior mobile home park	$75,922.56	$26,211.36	$29,826.72	$19,884.48
	Loan	Tabora Gardens Senior/Veteran Housing	$600,000.00	$216,000.00	$384,000.00	$0
		Total Expenses 2016-17:	**$675,922.56**	**$242,211.36**	**$413,826.72**	**$19,884.48**
2017-18	Rent Subsidy	Senior mobile home park	$17,850.84	$5,649.00	$8,134.56	$4,067.28
	Home ownership	Downpayment assistance	$20,457.00			$20,457.00
		Total Expenses 2017-18:	**$38,307.84**	**$5,649.00**	**$8,134.56**	**$24,524.28**
2018-19	Home ownership	Downpayment assistance	$50,776.00	$0	$0	$50,776.00
		Total Expenses 2018-19:	**$50,776.00**	**$0**	**$0**	**$50,776**

2019-20	Home Ownership	Downpayment assistance	$19,688.00	$0	$0	$19,688.00
	Housing Rehabilitation	Homeowner rehabilitation assistance	$35,760.54	$35,760.54	$0	$0
		Total Expenses 2019-20:	**$55,448.54**	**$35,760.54**	**$0.00**	**$19,688.00**
Total $ LMIHAF spent on households to date: *Note: Does not include Administration & Homeless Assistance*			**$998,888.92**	**$363,914.56**	**$481,362.00**	**$153,612.36**
Total % of LMIHAF spent on households to date:			**100%**	**36.4%**	**48.2%**	**15.4%**
Total $ LMIHAF spent on households 5-years (2015-16 – 2019-20):			**$901,348.62**	**$317,166.18**	**$450,370.32**	**$133,812.12**
Total % of LMIHAF spent on households to date:			**100%**	**35.2%**	**50.0%**	**14.8%**
				At least 30%		**At most 20%**

As illustrated in the chart above, the Housing Successor is in compliance with the 2019-20 Income Targeting Test.

11. Senior Housing Test: *The Housing Successor is to calculate the percentage of units in deed-restricted rental housing that is restricted to seniors and assisted by the Housing Successor, the former redevelopment agency, and/or the City, within the previous 10 years, in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency, and/or the City, within the same period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists, and construction has commenced, on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.*

The following provides the Housing Successor's Senior Housing Test for the 10-year period of FY 2009-10 to 2019-20:

Housing Development Name & Address	**Date Assisted**	**# Units Senior**	**# Units Family**
Tabora Gardens (85 units, 84 affordable, completed construction May 2018)	6/1/2011, 2016	84	0
TOTAL ASSISTED UNITS		**84 Senior**	**0 Family**
		Total Units = 84	
SENIOR HOUSING PERCENTAGE		**100%**	

The previous new family housing construction was in 2007 and fell off of the 10-year testing window several years ago. The only remaining project was senior housing in 2011, so the City does not meet this test.

12. Excess Surplus Test: *This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus. Excess Surplus is defined in Section 34176.1(d) as an unencumbered*

amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The amount deposited in the preceding four years **from loan payoffs** (not tax increment deposits) as reported in #2, "Amount Deposited into LMIHAF" is as follows:

2019-20 - $ 39,849
2018-19 - $ 2,846,835
2017-18 - $ 109,752
2016-17 - $ 134,957
TOTAL: $3,131,393

The LMIHAF balance FY 2019-20 was **$6,672,955** (see Section 3), and the total deposited into the LMIHAF in the preceding four years was $3,131,393; therefore, the amount of excess surplus is $ $3,541,562. The City plans to expend the excess surplus in over the next two years with approximately $1,000,000 going to Housing Rehabilitation and a $3,000,000 investment in 30 units for homeless persons at 0-30% AMI in conjunction with the Contra Costa Homeless Continuum of Care on a 5-acre site the City provided to the County for $1 to develop deeply affordable micro units and studio housing with services for persons who are homeless.

13. Inventory of Assisted Units: *This section provides an inventory of the homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to adopted programs that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of section 33334.3 This inventory shall include:*

a) Number of Units – There are 21 homeowners with down payment assistance loans, and 20 homeowners with housing rehabilitation loans, for a total of 41 homeowners who have a loan with the former Redevelopment Agency/Housing Successor.

b) Number of Units Lost - *In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of units lost to the portfolio since the last fiscal year and the reason for those losses.* **– Records show that 8 single family loans totaling $345,026 have been lost to the portfolio since February 2012. The main reasons have been divorce and/or bankruptcy, resulting in foreclosures and short sales.**

c) Installment payments and loan payoffs – *Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.* **During FY 2019-20, the Housing Successor received $39,849 installment payments on loans. The Housing Successor had 1 loan paid in full during the fiscal year. The loan payoff amounts (principal and interest) was $39,849 received by the City.**

d) Management of Units – *Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.* **The Housing Successor performs these services in-house, with assistance from the City's CDBG/Housing Consultant Teri House.**

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If you have any questions about this report, please contact Teri House: CDBG@ci.antioch.ca.us.

CITY OF
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2020 GENERAL PLAN ANNUAL REPORT

California Government Code Section 65400 mandates that cities and counties submit an annual progress report (APR) on the General Plan and progress on its implementation to City Council, the Governor's Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD) each year. This document fulfills that mandate and was reviewed by the City Council at its meeting of March 8, 2021.

The main purpose of the APR is to provide City Council with an update of the City's progress in implementing its General Plan vision. This annual assessment grants to City Council an opportunity to adjust or modify its policies or approach to implementation to ensure that the City meets its stated vision. A secondary purpose of the APR is to fulfill housing element statutory requirements regarding the City's progress in meeting its share of regional housing needs and its efforts to remove governmental constraints to the development of housing in accordance with Government Code Section 65584.3(c) and 65584.5(b)(5). These have separate reporting requirements and forms, which have been submitted electronically by the City prior to April 1st of each year. To assist in the review of the General Plan Progress Report, this report presents the following information:

I. General Plan Background
II. Amendments to the General Plan adopted by the City in 2020
III. Proposed General Plan Amendments

I. GENERAL PLAN BACKGROUND

The City of Antioch General Plan establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, and the overall health and quality of life in the community. The General Plan presents a vision for the City's future, and embodies goals, policies, and strategies to turn that vision into a reality.

The City of Antioch adopted a comprehensive update to the General Plan on November 24, 2003 after an extensive community participation effort. State law requires that the General Plan include seven mandatory elements (Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety) but allows flexibility in how each local jurisdiction structures these elements. The City of Antioch General Plan contains these seven mandatory elements, in either their own chapter or within another chapter, as well as three "optional" elements (Public Services and Facilities, Growth Management, Economic Development) that, once adopted, have the same force and effect as policies related to the General Plan elements required by the State. The City of Antioch General Plan elements are as follows:

- Community Vision
- Growth Management
- Land Use
- Community Image and Design
- Economic Development
- Circulation
- Public Services and Facilities
- Housing
- Resource Management
- Environmental Hazards

Each of these elements describes its purpose, its goals, objectives and policies. Each of these elements functions as a guide to the type of community Antioch desires for its future and provides the means by which that desired future will be obtained. The General Plan expresses in the form of text, maps and illustrations, the organization of physical, environmental protection, economic, and social activities sought by the community in order to create and maintain a healthful, functional, and desirable place in which to live.

II. AMENDMENTS TO THE GENERAL PLAN ADOPTED BY THE CITY IN 2020

State law allows the General Plan to be amended four times annually. This allows the General Plan to remain a current document responsive to the community's needs. Requests for amendments may be submitted by individuals or initiated by the City. Three amendments to the City of Antioch General Plan were processed in 2020 and are listed in Table 1.

Table 1
2020 Proposed Amendments to the General Plan

Amendment Request	Action	Applicant	Description
The Ranch (GP-20-01)	Approved by City Council on July 28, 2020	Richland Planned Communities, Inc.	A proposed General Plan amendment to change land use designations from Golf Course/Senior Housing/Open Space, Hillside and Estate Residential and Public/Quasi-Public to Restricted Development Area and Limited Development Area to allow up to 1,177 residential units, a commercial center, a fire station, parks, and open space.
Delta Fair Village (GP-18-02)	Tabled indefinitely by City Council on September 22, 2020.	Chiu Family LLC	A proposed General Plan amendment to the land use element to change a Regional Commercial designation to Mixed Use in order to construct 210

Table 1 2020 Proposed Amendments to the General Plan			
Amendment Request	**Action**	**Applicant**	**Description**
			apartment units and a commercial building.

III. FUTURE PROPOSED GENERAL PLAN AMENDMENTS

In the next year or two, there are multiple General Plan amendments that are proposed or will need to be prepared for consideration by City Council, pursuant to State law. These amendments include:

- **Update the Housing Element:** The most recent Housing Element update covers the planning period from January 31, 2015, through January 31, 2023. A new Housing Element update will be started in 2020 and completed by January 2023.
- **Environmental Justice and Safety Elements:** These new elements will be drafted concurrent with the Housing Element update pursuant to State Law.
- **SB 2 Planning Grant:** The City of Antioch received approval of its SB2 Planning Grant Program application from the Department of Housing and Community Development on March 10, 2020. The SB2 Planning Grant activities will update the city's General Plan and Zoning Ordinance to create policies and objective design standards for infill, high density housing in targeted commercial properties that are partially built or struggling. Grant activities commenced mid-2020 and will be completed by the end of 2021.
- **Comprehensive General Plan Update:** The City's General Plan was adopted in 2003 and was proposed to have a lifespan of 25 years. The City will begin a comprehensive General Plan update in 2021 with the goal of having the new General Plan completed within two to five years.
- **Creekside Vineyards at Sand Creek (GP-19-06):** A proposed General Plan amendment to the land use element to change a land use designation from Open Space, Senior Housing, Hillside, Estate and Executive Residential to Medium Low Density Residential and Open Space to allow up to 220 residential units, private park, and open space. The Planning Commission recommended the City Council approve this project on February 17, 2020.
- **Su Property (GP-20-03):** A proposed General Plan amendment to the land use element to change a land use designation from single family residential to medium/high density residential to allow a Planned Development for 126 unit multifamily project.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Third Amendment to the Consulting Services Agreement for Professional Services with The Gualco Group, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the third amendment to the Consulting Services Agreement ("Agreement") with The Gualco Group, Inc. ("Gualco") for continued support related to permitting and funding activities for the Brackish Water Desalination Project ("Project") and extend the contract through February 28, 2022 in the amount of $50,000 for a total contract amount of $200,000.

2. Authorizing and directing the City Manager or designee to execute the third amendment to the Agreement with Gualco in a form approved by the City Attorney.

FISCAL IMPACT

Funding for these professional services is included in the Fiscal Year 2020/21 Water Enterprise Fund.

DISCUSSION

Since 2017, Gualco has been advising and assisting staff in obtaining funding for the Project. Gualco has also provided support to the City during settlement discussions with the Department of Water Resources. By approving this third amendment to the Agreement, Gualco will continue their supporting role with State permits and Project funding activities.

ATTACHMENTS

A: Resolution
B: Amendment No. 3 to the Consulting Services Agreement

L
Agenda Item #

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.

WHEREAS, on July 1, 2018, The Gualco Group, Inc. ("Gualco") entered into a Consulting Services Agreement ("Agreement") to advise and assist in funding opportunities for the Brackish Water Desalination Project ("Project") in the amount of $50,000;

WHEREAS, on May 14, 2019, City amended the Agreement with Gualco in the amount of $50,000 bringing the total compensation to an amount not to exceed $100,000;

WHEREAS, on April 14, 2020, City amended the Agreement with Gualco in the amount of $50,000 bringing the total compensation to an amount not to exceed $150,000;

WHEREAS, the City Council has considered approving the third amendment to the Agreement with Gualco for continued support related to permitting and funding activities for the Project and extending the contract through February 28, 2022 in the amount of $50,000 for a total contract amount of $200,000; and

WHEREAS, the City has considered authorizing and directing the City Manager to execute the third amendment to the Agreement with Gualco for the Project.

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

1. Approves the third amendment to the Agreement with The Gualco Group, Inc. ("Gualco") for continued support related to permitting and funding activities for the Project and extending the contract through February 28, 2022 in the amount of $50,000 for a total contract amount of $200,000; and

2. Authorizes and directs the City Manager to execute the third amendment to the Agreement with Gualco, 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 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

AMENDMENT NO. 3 TO AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 23rd day of March, 2021, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and THE GUALCO GROUP, INC., their address is 500 Capitol Mall, Suite 2600, Sacramento, CA 95814 ("Consultant").

R E C I T A L S

WHEREAS, on July 1, 2018, The Gualco Group, Inc., entered into an Agreement for Professional Consultant Services ("Agreement") in the amount of $50,000;

WHEREAS, on May 14, 2019, City increased the compensation in the amount of $50,000 to an amount not to exceed $100,000; and

WHEREAS, on April 14, 2020, City increased the compensation in the amount of $50,000 to an amount not to exceed $150,000.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **Section 1 "SERVICES" the first paragraph shall be amended to read as follows:**

   "Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, and Exhibit A to Amendment No. 3 of the Agreement 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 Exhibits, the Agreement shall prevail."

2. **Section 1.1 "Term of Services" shall be amended to read as follows:**

   "The term of this Agreement shall begin on the date first noted above and shall end on **February 28, 2022**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, and Exhibit A to Amendment No. 3 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

3. **Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:**

"City hereby agrees to pay Consultant a sum not to exceed **$200,000**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

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

ATTEST:

_____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

_____
Thomas Lloyd Smith, City Attorney

THE GUALCO GROUP, INC.

By:_____
Jackson R. Gualco, President

EXHIBIT "A"

The Gualco Group, Inc.®

Proposal for Continued Government Relations Services

Term: Effective upon signature through February 28, 2022

Compensation: $4,000/month with an expense ceiling not to exceed $2,000 with a total contract amount not to exceed $50,000.00

Scope of Services: We shall continue to advise and assist the City of Antioch related to any and all State actions related to the desalination facility. Funding opportunities from the State Water Resources Control Board and other relevant sources will continue to be actively pursued.

We shall not perform any work related to California WaterFIx. We may perform additional work under this agreement following the City's issuance of a formal request to our Firm to perform such work and we accept in written form the City's request.

500 CAPITOL MALL, SUITE 2600
SACRAMENTO, CA 95814-4752

TEL (916) 441-1392
FAX (916) 446-6003

TGG@GUALCOGROUP.COM
WWW.GUALCOGROUP.COM

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Junior Engineer

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

SUBJECT: Resolution Accepting Completed Improvements and Authorizing the Execution of a Deferred Improvement Agreement and Release of Bonds for Hidden Glen Unit 4 Subdivision 8388 (P.W. 557-4) (Arcadia Development Company)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting completed improvements and authorizing the execution of a deferred improvement agreement and release of bonds for Hidden Glen Unit 4 Subdivision 8388 (P.W. 557-4) (Arcadia Development Company).

FISCAL IMPACT

Upon satisfactory completion of the one-year warranty period, the City of Antioch accepts responsibility for maintenance of the subdivision improvements.

DISCUSSION

On March 8, 1988, the City Council adopted Resolution 1988/67 approving the vesting tentative map for the subdivision Hidden Glen Subdivision 6909, containing 373-single family homes located east of Hillcrest Avenue and north of Laurel Road (Vicinity Map, Attachment "B"). The conditions of approval included the construction of various improvements, including the extension of Laurel Road up until the Kirk Lane intersection.

On January 14, 2003, the City Council approved Resolution 2003/10 approving the final map for Hidden Glen Unit 4 Subdivision 8388, phase 4 of the Hidden Glen subdivision, and annexing the subdivision into the Hillcrest Street Lighting and Landscaping Maintenance District 1, Zone 4, allocating funding for maintenance costs. Through Resolution 2003/10, Arcadia Development Company, the developer, entered into a Subdivision Improvement Agreement (Attachment "C") with the City thus ensuring construction improvements.

Due to the economic recession and housing crisis of 2009, Arcadia Development Company deferred certain construction improvements, including the extension of Laurel Road. On February 24, 2009, the City Council adopted Resolution 2009/16 executing a

deferred improvement agreement (Attachment "D") between Arcadia Development Company and the City and accepting certain completed construction improvements that the developer was able to accomplish at the time.

With the recovery of the economy, the developer has been able to complete most of the remaining improvements from the original deferment. However, due to the developer's desire to complete construction and sell the remaining nine (9) lots of Hidden Glen Unit 4, several minor improvements including the construction of a masonry wall, fencing for open space parcel, and mailboxes for housing shall be deferred. The deferment is also desired due to potential deterioration, vandalism, and damage during construction of the future nine (9) single-family homes.

Arcadia Development Company acknowledged its intent in written form (Attachment "E") to defer and transfer remaining improvements to a future potential buyer of the nine (9) lots. A new deferred improvement agreement shall be entered between Arcadia Development Company and the City (Attachment "F").

Public Works Inspectors approved the completion of the final punch-list items for certain construction improvements. The warranty period for certain accepted construction improvements shall begin upon the date of recordation of a notice of completion (Attachment "G"). The City of Antioch shall assume responsibility for maintenance upon expiration of the one-year warranty period.

ATTACHMENTS

A. Resolution
B. Vicinity Map
C. Subdivision Improvement Agreement
D. 2009 Deferred Improvement Agreement
E. Letter from Developer
F. 2021 Deferred Improvement Agreement
G. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING COMPLETED IMPROVEMENTS AND AUTHORIZING THE EXECUTION OF A DEFERRED IMPROVEMENT AGREEMENT AND RELEASE OF BONDS FOR HIDDEN GLEN UNIT 4 SUBDIVISION 8388 (P.W. 557-4) (ARCADIA DEVELOPMENT COMPANY)

WHEREAS, on January 14, 2003, the City Council adopted Resolution 2003/10 approving final map 'Hidden Glen Unit 4 Subdivision 8388' and entering into a Subdivision Improvement Agreement with Hidden Glen Unit 4 (Arcadia Development Company) ensuring the construction of improvements;

WHEREAS, on January 14, 2003, the City Council adopted Resolution 2003/10 annexing Hidden Glen Unit 4 into the Hillcrest Street Lighting and Landscaping Maintenance District 1, Zone 4, allocating funding for maintenance costs;

WHEREAS, on February 24, 2009, the City Council adopted Resolution 2009/16 executing a Deferred Improvement Agreement (Attachment "F") with Arcadia Development Company, accepting certain completed improvements and deferring remaining construction improvements;

WHEREAS, the City has accepted and acquired all necessary Rights-of-Way required for the maintenance of improvements;

WHEREAS, improvements consisting of paving, curb, gutter, storm drain facilities, sanitary sewer, water mains, and landscaping have been constructed and dedicated for public use;

WHEREAS, the completed improvements have been constructed and inspected in accordance with the Standards Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer; and

NOW, THEREFORE, BE IT RESOLVED that the recitals above are true and correct and the City Council of the City of Antioch hereby authorizes the City Manager or his designee to conduct the following actions related to Hidden Glen Unit 4 Subdivision 8388 (P.W. 557-4):

1) Accept all certain completed improvements.
2) Approve the release of bonds.
3) Execute Deferred Improvement Agreement (Attachment "F").

BE IT FURTHER RESOLVED that the accepted improvements shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period.

* * * * * * *

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 23rd day of March 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

Vicinity Map



ATTACHMENT "C"

Recording Requested By:

Return to:
Arcadia Development Company
1115 Coleman Avenue
San Jose, Ca 95110
Attn.: Michael Fletcher

First American Title Guaranty Company hereby certifies that the within instrument is a true and correct copy of the original instrument recorded in the office of the recorder of the County of Contra Costa, State of California,

on 1/30/03

Recorder's Serial No. 2003-45925

FIRST AMERICAN TITLE GUARANTY COMPANY

By Mark W

717914

Document Title
SUBDIVISION AGREEMENT
HIDDEN GLEN UNIT 4, SUBDIVISON 8388
FILED January 30, 2003
BOOK 451 PAGE 41 , CONTRA COSTA COUNTY RECORDS

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Antioch, hereinafter referred to as "City", and ARCADIA DEVELOPMENT COMPANY, hereinafter referred to as "Subdivider", both of whom understand as follows:

Subdivider has presented to City for approval a final subdivision map (hereinafter called "Map") entitled: "HIDDEN GLEN UNIT 4 – SUBDIVISION 8388."

The map has been filed with the City Engineer of City for presentation to the City Council of the City for its approval, which map is hereby referred to and incorporated herein;

Subdivider has requested approval of the map prior to the construction and completion of improvements, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (hereinafter called "Subdivision") designated in the map, all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications are now on file in the office of the City Engineer of City;

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 9, Chapter 4 of the Antioch Municipal Code.

NOW THEREFORE, for and in consideration of the approval of the Map and of the acceptance of the dedications, or some thereof, and in order to insure satisfactory performance by Subdivider's obligations under said Subdivision Map Act and said Municipal Code, the parties agree as follows:

1. PERFORMANCE OF WORK. Subdivider will do and perform or cause to be done and performed, at Subdivider's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the City Engineer of City, all of the following work and improvements within (and/or without) the subdivision, to wit:

Those certain improvements designated and shown as streets, curbs, gutters, sanitary sewers, storm sewers, water mains, fire hydrants, sidewalks and other on or off-site improvements, and Subdivider shall also do all work and furnish all materials necessary in the opinion of the City Engineer to complete the improvements in

accordance with the plans and specifications on file, or with any changes required or ordered by said Engineer, which in his opinion are necessary or required to complete the work, at no cost to the City. All work shall meet the minimum construction standards contained in the State of California Department of Transportation Standard Specifications, current edition, unless noted otherwise by the City.

2. WORK: PLACES AND GRADES TO BE FIXED BY ENGINEER. All of said work is to be done to the satisfaction of the City Engineer, and to the grades as shown upon the plans and specifications on file in the office of the City Engineer.

3. WORK: TIME FOR COMMENCEMENT AND PERFORMANCE. At least twenty-four hours prior to the commencement of any work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that City Engineer shall be able to provide services of inspection.

The Subdivider will complete, or cause to be completed, all improvements in accordance with the plans and specifications on file as hereinbefore specified, including any changes required or ordered by the said Engineer within one year of approval of final map and construction plans by the City Council. Compaction shall be rated at 95% to a depth of 30" (30 inches).

The work shall be performed in a safe and good workmanlike manner, and enough workmen to quickly and adequately perform the work shall be employed and used. All work must comply with State of California, Division of Industrial Safety Construction Orders, and to the State of California Department of Transportation Standard Specifications, current edition.

No work on any public improvement will be permitted unless performed in a safe, workmanlike manner, and unless sufficient workmen are on the job to adequately perform the work in that manner.

Except as approved by the City Engineer in writing, all work shall be performed between the hours of 8:00 a.m. and 5:00 p.m.

Any contractor not performing as required by this agreement may, at the discretion of the City Engineer, be barred from doing any work within the City of Antioch on any subdivision or any Public Works project for a maximum period of two years.

The Subdivider shall furnish a licensed Soils Engineer to test and certify that all cuts, fills, and trench backfill conform to the requirements of the City and State Codes.

4. TIME OF ESSENCE-EXTENSION. Time is of the essence of this agreement; provided that in the event good cause is shown therefor, the City Council may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Subdivider's surety, and extension so granted shall not release or modify the surety's liability on the bond to secure the faithful performance of this agreement, or the payment for labor and materials.

5. REPAIRS AND REPLACEMENTS. Subdivider shall replace, or have replaced, or repair or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Subdivider shall replace or have replaced, repair or have repaired, as the case may be, or pay the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

6. UTILITY DEPOSITS-STATEMENT. Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the map, a written statement signed by Subdivider, and each public utility corporation involved, to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

7. PERMITS, COMPLIANCE WITH LAW. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

8. SUPERINTENDENCE BY SUBDIVIDER. Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider.

9. INSPECTION BY CITY. Subdivider shall at all times maintain property facilities, and provide safe access for inspection by City to all parts of the work, and to the shops wherein the work is in preparation.

10. CONTRACT SECURITY. Concurrently with the execution hereof, Subdivider shall furnish: (1) A surety bond, or cash deposit in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful performance of this agreement; and (2) a separate surety bond or cash deposit in an equal amount to at least one hundred percent (100%) of the estimated cost of improvements as security for the payment of all persons performing labor and furnishing materials in connection with this agreement. The surety on each of said bonds, and the form thereof, shall be satisfactory to the City Attorney. All surety bonds and cash deposits furnished in connection with this agreement shall be held by the City and not released until sufficient time has elapsed after completion of construction so that the City is assured that no claim against the City in connection therewith can successfully be asserted. the faithful performance bond may be reduced to a face amount of fifty percent (50%) of the estimated cost of improvements upon acceptance of the improvements by the City. The reduced faithful performance bond shall remain in effect for the period described in Paragraph No. 13 of this agreement.

11. HOLD-HARMLESS AGREEMENT. Subdivider hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees, harmless from any liability for damage for personal injury, including death, as well as from claims for property damage which may arise from Subdivider or Subdivider's contractors', sub-contractors', agents' or employees' operations under this agreement, whether such operations be by Subdivider or by any of Subdivider's contractors, sub-contractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors

or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider.

b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision.

12. TITLE TO IMPROVEMENTS. Title to, and ownership of, all improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City.

13. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK. If, within a period of one year final acceptance of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, as its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus twenty-five percent (25%).

14. SUBDIVIDER NOT AGENT OF CITY. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this agreement.

15. COST OF ENGINEERING AND INSPECTION. The Subdivider shall be responsible for all costs of inspection by the City. Prior to commencement of construction, the Subdivider shall deposit with the City of Antioch the estimated cost for City inspection of the work based on an approved estimate or on the construction contract if awarded prior to filing of the final map with the City. In addition, the Subdivider shall pay any direct City costs of all outside inspection, including soils and materials testing, as required by the City Engineer, promptly upon receipt of a City invoice for the work and prior to final acceptance of the improvements by the City.

No work shall be performed without inspection by the City. Any work performed without an inspection will not be accepted by the City.

All work which requires inspection shall be performed during the City's normal working hours and work days. If any work is performed before 8:00 a.m. and after 5:00 p.m., or on a City holiday, or on a weekend, there must be a request in writing 24 hours in advance for an inspector during those hours, and there must be paid to the City double the inspector's hourly cost to the City. This payment will be charged against the engineering and inspection deposit. In the event that the deposit is insufficient to pay the costs specified herein, City shall invoice Subdivider for such additional amount, which Subdivider shall promptly pay.

If an inspector is not available to work during such hours, as requested, no work shall be performed during those hours.

16. NOTICE OF BREACH AND DEFAULT. If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, City Engineer or city Council may serve written notice upon Subdivider and Subdivider's surety of breach of this agreement, or of any portion thereof and default of Subdivider.

17. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY. In the event of any such notice, Subdivider's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five days after notice to city of such election , City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of work and necessary therefor.

18. NOTICES. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage paid.

Notices required to be given to City shall be addressed as follows:

CITY ENGINEER/CITY HALL/P.O. BOX 5007/ANTIOCH, CA 94531-5007

Notices required to be given to Subdivider shall be addressed as follows:

ARCADIA DEVELOPMENT COMPANY
P. O. BOX 5368
SAN JOSE, CA 95150
ATTN: MICHAEL FLETCHER

Notices required to be given surety of Subdivider shall be addressed as follows:

Lumbermans Mutual
411 Borel Avenue #410
San Mateo, CA 94402

Provided that any party or the surety may change such address by notice of writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

SUBDIVIDER: ARCADIA DEVELOPMENT CO.
MICHAEL FLETCHER, VICE PRESIDENT

12/30/02 Date

Date

Date

CITY OF ANTIOCH, a Municipal Corporation

By:
MAYOR OF CITY OF ANTIOCH

Attach Notary Acknowledgement

The foregoing Subdivision Agreement was approved by the City Council of the City of Antioch at the regular meeting held 1/14, 2003

ATTEST:
CITY OF ANTIOCH CITY CLERK

T:\Commdev\Plan\Engineer\Forms\Subagree

ATTACHMENT "D"

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2009-0071338-00
Acct 6- First American Title
Friday, APR 03, 2009 08:00:00
FRE $0.00
Ttl Pd $0.00 Nbr-0000084846
dar/R2/1-11

Recorded at the request of and when recorded return to:

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

(Space above reserved for Recorder's use only)

No recording fee pursuant to Government Code section 6103

938806 cnh

DEFERRED IMPROVEMENT AGREEMENT

This agreement made and entered into this 24th day of February, 2009, by and between Arcadia Development Co., hereinafter referred to as "Owner", whose address is P.O. Box 5368, San Jose, CA. and the City of Antioch, a Municipal Corporation, hereinafter referred to as "City", whose address is Post Office Box 5007, Antioch, CA 94531-5007.

RECITALS

A. Owner owns the property consisting of approximately 30.76 acres in the City of Antioch more particularly described as Lot 282 to Lot 371 as shown on Subdivision Map 8388 filed for record on 1-30-2003 in Book 451 of Maps at Pages 41-46, in the Official Records, Contra Costa County Recorder's Office ("Property").

B. On 2-17-1988 the Planning Commission recommended to the City Council approval of the vesting tentative map and on 3-8-1988 the City Council approved the vesting tentative map by Resolution No. 88/67 for the project known as Hidden Glen Subdivision 8388, Unit 4 ("Project").

C. On 2-14-89, the City Council of the City of Antioch adopted Ordinance No. 743-C-S approving a Development Agreement for the "Project". The Development Agreement was recorded as Document No. 1989-87653 on 5-12-1989 in the Official Records, Contra Costa Recorder's Office.

D. On 12-5-2001 the Planning Commission approved a Use Permit by Resolution No. 2001-57.

E. Whereas, pursuant to the Subdivision Agreement recorded 1-30-2003 as Series Number 2003-45925, Developer is responsible for all the improvements shown on the Improvement Plans prepared by MacKay & Somps dated 4-1990 and reviewed for compliance with Title 9, Chapter 4 of the Antioch Municipal Code by the City on 3-11-2003 ("Improvement Plans").

F. Whereas, there are certain improvements that the Owner desires to complete later because they would likely be subjected to deterioration and/or vandalism if they are installed at the present time; and

G. Whereas, the City is willing to allow the deferral in completion of these improvements subject to the terms below.

NOW THEREFORE in consideration of the recitals and the mutual obligations of the parties hereto as hereinafter expressed, City and Owner agree as follows:

1. Incomplete Improvements: The remaining Improvements fronting each lot in the public right-of-way that have not been completed are itemized in the Preliminary Bond Estimate (Exhibit 'A') and included herein by reference, as shown on the Improvement Plans and per the entitlements referenced in the recitals ("Improvements"). All Laurel Road improvements, including raising the existing gas main, shall be completed prior to issuance of building permits for Lots 332, 333, 334 & 335 or when required by the City Engineer. The construction of these Improvements shall commence within 30 days of written notification to proceed by the City Engineer.

2. Performance Bond: Concurrent with the execution of this Agreement, Owner agrees to post surety bond in a form acceptable to the City Attorney in the amount of $577,900 representing 100 percent (100%) of the total value of the estimated construction cost for the Improvements as described above and in the Development Agreement, plus a 10% contingency. The parties agree that the amount of the surety bond is based on a current estimate of the construction costs for the project based on the most current Improvement Plans.

3. Default. In the event that Owner fails to complete the construction of the Improvements, the City may proceed with any legal or equitable remedies available to it, including but not limited to calling the performance bond described in Section 2. The City shall be entitled to recover all costs, including administrative costs and attorneys' fees in the event of owner's default.

4. Notice.

Any written notice to Owner shall be sent to:
Arcadia Development Co.
P.O. Box 5368
San Jose, CA 95150

Any written notice to City shall be sent to:

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

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

Any party of successor in interest may change the foregoing address by giving notice of a new address to the other party as set forth in this section.

5. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the successors in interest of Owner.

6. Indemnity. Owner shall indemnity, defend and hold harmless the City, its Council Members, officers, employees and agents from any loss, claims, liability or expense, for personal injury or property damage arising out of or in connection with the activities of Owner or its employee or acts in the performance of its obligations, or lack thereof, under this Agreement.

7. Venue. The venue for any action to interpret or enforce this Agreement shall be the appropriate court in Contra Costa County.

IN WITNESS WHEREOF, this agreement is executed by the City of Antioch, acting by and through its City Manager, pursuant to Resolution No. 2009/16 authorizing such execution, and Owner.

CITY OF ANTIOCH:

Jim Jakel, City Manager

3/6/09
Date

"ATTACH NOTARY'S ACKNOWLEDGEMENT"

OWNER: Arcadia Development Co.

2/10/09
Date

Approved as to Form:

Lynn Tracy Nerland, City Attorney

3/6/09
Date

CALIFORNIA ALL- PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara

On February 10, 2009 before me Gina Gomez, Notary Public, personally appeared Eli Reinhard who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Gina Gomez

Official Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa }

On 3/6/09 (Date) before me, Sharon P. Daniels, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jim Jake (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHARON P. DANIELS
Commission # 1738767
Notary Public - California
Contra Costa County
My Comm. Expires Apr 14, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon P. Daniels (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

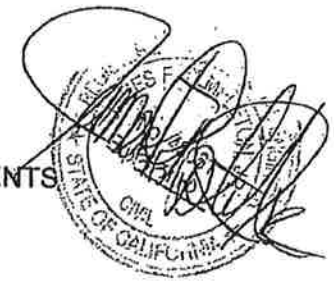
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

12072-4R
11/24/08
J.F.T.



PRELIMINARY BOND ESTIMATE
LANDS OF ARCADIA DEVELOPMENT COMPANY
SUBDIVISION 8388 - UNIT 4 - REMAINING IMPROVEMENTS
ANTIOCH, CALIFORNIA

BASED ON APPROVED PLANS
PREPARED BY MACKAY & SOMPS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. EROSION CONTROL AND GRADING					
1.	LUMP SUM		Erosion Control		$1,000
2.	20,000	CY	Rough Grading (includes road and balance of lots)	2.00	40,000
			ESTIMATED TOTAL ROUGH GRADING:		**$41,000**
B. STREET WORK					
1.	47,265	SF	Finish grading of street right of way	0.15	$7,090
2.	25,071	SF	5" A.C. pavement including seal coats and conforms	1.50	37,610
3.	25,071	SF	18" Class II Aggregate Base	1.80	45,130
4.	42,944	lf	A.C. Overlay (Sta 1+00 - 8+04)	1.00	42,940
5.	1,105	SF	Aggregate Base under curb and	0.40	440
6.	310	SF	Aggregate Base under median curb	0.40	120
7.	2,652	SF	Aggregate Base under sidewalk	0.30	800
8.	80	LF	Standard City Barricade complete with required signing	15.00	1,200
9.	80	LF	2" x 6" Redwood Header	3.50	280
10.	LUMP SUM		Slurry Seal		3,000
11.	LUMP SUM		Adjust Utility Boxes		1,500
12.	LUMP SUM		Pavement Markings/Signage		1,500
13.	450	LF	Masonry Wall - Lots 328 thru 332	40.00	18,000
14.	LUMP SUM		Raise Exist. Gas Main		200,000
15.	LUMP SUM		Wire Replacement - Street Lights		5,000
16.	LUMP SUM		Street Light and Shades		5,500
			ESTIMATED TOTAL STREET WORK:		**$370,110**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
C. CONCRETE WORK					
1.	442	LF	Standard curb and gutter	6.50	$2,870
2.	442	LF	Standard Median curb	7.00	3,090
3.	2,652	SF	6' wide Meandering Sidewalk	2.50	6,630
4.	1	EA	Storm Water Inlet (Standard curb type)	1,700.00	1,700
5.	LUMP SUM		Repair Broken Concrete		2,500
			ESTIMATED TOTAL CONCRETE WORK:		**$16,790**
D. STORM DRAIN WORK					
1.	74	LF	18" RCP Storm Drain Pipe	32.00	$2,370
			ESTIMATED TOTAL STORM DRAIN WORK:		**$2,370**
E. WATER SYSTEM WORK					
1.	411	LF	10" Main including valves and fittings	20.00	$8,220
2.	1	EA	Blow-off assemblies	400.00	400
3.	1	EA	Fire hydrants	1,800.00	1,800
4.	1	EA	Irrigation Service	400.00	400
5.	LUMP SUM		Raise Existing Stems	400.00	1,250
			ESTIMATED TOTAL WATER SYSTEM WORK:		**$12,070**
F. LANDSCAPING/MISCELLANEOUS WORK					
1.	LUMP SUM		Laurel Rd Landscaping - Entire road		$40,000
2.	LUMP SUM		Landscape Openspace		3,000
3.	LUMP SUM		Landscape Bulb - Haig Court		800
4.	LUMP SUM		Path at open space areas - Parcels B and C including bollards		20,000
5.	98	EA	Street trees	90.00	8,820
6.	LUMP SUM		Fencing @ Openspace		6,000
7.	LUMP SUM		Mailboxes		4,400
			ESTIMATED TOTAL LANDSCAPING/MISCELLANEOUS WORK:		**$83,020**

12072-4R
11/24/08
J.F.T.

SUMMARY

A.	EROSION CONTROL AND GRADING	$41,000
B.	STREETWORK	$370,110
C.	CONCRETE WORK	$16,790
D.	STORM DRAIN WORK	$2,370
E.	WATER SYSTEM WORK	$12,070
F.	LANDSCAPING/MISCELLANEOUS WORK	$83,020
	ESTIMATED TOTAL IMPROVEMENT COST:	**$525,360**
F.	CONTINGENCY (10% OF TOTAL)	$52,540
	TOTAL IMPROVEMENT COST:	**$577,900**

NOTES:

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Somps makes no warranty, either expressed or implied, as to the accuracy of this estimate.

Prepared by the firm of

MACKAY & SOMPS

RESOLUTION NO. 2009/16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING COMPLETED IMPROVEMENTS FOR HIDDEN GLEN, UNIT 4 (ARCADIA DEVELOPMENT COMPANY), TRACT NO. 8388 (PW 557-4), AND AUTHORIZING THE CITY MANAGER TO SIGN A DEFERRED IMPROVEMENT AGREEMENT FOR CERTAIN IMPROVEMENTS WITHIN THE SUBDIVISION

WHEREAS, the Final Map for Hidden Glen, Unit 4 (Arcadia Development Company), Tract No. 8388 was approved by City Council Resolution 2003/8, adopted January 14, 2003; and

WHEREAS, by said Final Map certain streets, parcels, and other easements were dedicated to the City of Antioch; and

WHEREAS, all public improvements proposed to be constructed in connection with said subdivision, consisting of paving, curbs, gutters, storm drain facilities, sanitary sewer, water mains, and landscaping have been constructed in those areas dedicated to the public use, with the exception of certain improvements within said subdivision, described in the Deferred Improvement Agreement, incorporated herein by reference; and

WHEREAS, the completed improvements, with the exception of the "Deferred Improvement" incorporated herein by reference, have been constructed in accordance with the Standards Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer, and

WHEREAS, the Subdivider has submitted a bond in an amount sufficient to cover the cost of the construction of said "Deferred Improvements" and has requested acceptance of all completed improvements and approval of the agreement and acceptance of the bond; and

WHEREAS, it does not appear to be detrimental to the interest of the City to allow the owner to defer the construction of the said "Deferred Improvements" and to accept the bond guaranteeing their construction.

NOW, THEREFORE BE IT RESOLVED that all completed improvements consisting of paving, curbs, gutters, storm drain facilities, sewer mains, water mains, and landscaping, with the exception of the said "Deferred Improvements" installed and completed in Hidden Glen, Unit 4, Tract No. 8388, be and hereby are accepted by the City Council of the City of Antioch and will be maintained by the City of Antioch in accordance with standard City maintenance policies.

BE IT FURTHER RESOLVED that the Deferred Improvement Agreement incorporated herein by reference is hereby approved and the City Manager is hereby authorized and directed to sign the said agreement on behalf of the City, and that the bond accompanying the said agreement is hereby accepted.

* * * * * * *

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of February 2009, by the following vote:

AYES: Council Members Kalinowski, Rocha, Moore, Parsons and Mayor Davis

NOES: None

ABSENT: None

L. JOLENE MARTIN, City Clerk

(PW 557-4)

END OF DOCUMENT

DocuSign Envelope ID: A966CBEA-A418-4FA3-B74A-

ATTACHMENT "E"

Arcadia Development Co.

P.O. Box 5368, San Jose, CA 95150

March 15, 2021

City Council Members
City of Antioch
200 H Street
Antioch, CA 94509

Re: Deferred Improvement Agreement dated 24th February 2009 by and between Arcadia Development Co., "Owner", and the City of Antioch, "City" reference Recorded Date DOC 2009-0071338-00, Contra Costa County Recorder Office dated 3rd April 2009.

Dear City Council Members,

For your consideration, the Owner has completed all improvements as required by the Deferred Improvement Agreement referenced above except as follows:

B. 13. 210 LF Remainder Masonry Wall – Lot 331 (165 LF) and partial Lot 332 (45 LF)
F. 6. Fencing @ Open Space
F. 7. Mailboxes

Because these certain improvements are not part of the Laurel Road Improvements, these would likely be subjected to deterioration and / or vandalism. Owner requests these remaining improvements be completed in conjunction with the build out of the remaining 9 lots. Owner plans to sell the remaining 9 lots as a whole (not individually) to one builder/developer, who would in turn takeover and be responsible for completing the remaining deferred improvements as listed above.

Sincerely,

Arcadia Development Co.

DocuSigned by:
By: Michael Fletcher
AFF8971FDB0A40C...

Its: President

ATTACHMENT "F"

Recorded at the request of and
when recorded return to:

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

(Space above reserved for Recorder's use only)

No recording fee pursuant to Government Code section 6103

DEFERRED IMPROVEMENT AGREEMENT

This Deferred Improvement Agreement ("Agreement") is made and entered into on this _____ day of _____, 2021 (the "Effective Date") by and between ARCADIA DEVELOPMENT COMPANY, a California corporation ("Developer"), and the CITY OF ANTIOCH, a California municipal corporation ("City").

RECITALS

A. Developer is the Developer of that certain real property consisting of approximately 30.76 acres located east of Hillcrest Avenue and north of Laurel Road in the City of Antioch more particularly described as Lot 282 to Lot 371 as shown on Subdivision Map 8388 filed for record on 1-30-2003 in Book 451 of Maps at Pages 41-46, in the Official Records, Contra Costa County Recorder's and incorporated herein by this reference (**"Property"**).

B. On March 8, 1988 the City Council of the City of Antioch adopted Resolution No. 1988/67 approving the Vesting Tentative Map for Hidden Glen Subdivision 6909, subject to certain conditions of approval (**"Conditions"**). On January 14, 2003 the City Council adopted Resolution No. 2003/10 approving the Final Map and Subdivision Improvement Agreement for Hidden Glen Unit 4 Subdivision 8388 (**"Project"**). On February 14, 1989, the City Council of the City of Antioch adopted Ordinance No. 743-C-S approving a Development Agreement for the "Project". The Development Agreement was recorded as Document No. 1989-87653 on May 12, 1989 in the Official Records, Contra Costa Recorder's Office

C. The Conditions require either (1) that certain improvements be constructed prior to approval of the final map, or (2) that Developer enter into an agreement with the City providing for the future construction of such improvements. Pursuant to the Subdivision Improvement Agreement recorded as Document No. 2003-45925 on January 30, 2003, Developer is responsible for all the improvements shown on the Improvement Plans prepared by MacKay & Somps dated March 11, 2003 (**"Improvement Plans"**).

D. Developer has requested for partial improvement acceptance and deference of remaining improvements. Partial improvements were accepted by the City and Developer

entered into a deferred improvement agreement with the City on February 24, 2009 through Resolution No. 2009/16. Deferred Improvement Agreement was recorded as Document No. 2009-71338 on April 3, 2009.

E. Developer has completed a majority of the improvements described on Deferred Improvement Agreement Document No. 2009-71338 and requested for partial improvement acceptance and deference of remaining improvements through a written letter (Exhibit 'A').

F. Developer desires to complete certain improvements later because they would likely be subjected to deterioration and/or vandalism if they are installed at the present time.

G. The City is willing to allow the deferral in completion of these improvements subject to the terms below.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions.

2. Duty to Install Incomplete Improvements:

A. The remaining improvements fronting each lot in the public right-of-way that have not been completed include: mailboxes, fencing, and a masonry wall as described in written letter (Exhibit 'A'), as itemized on Bond Estimate (Exhibit 'B'), and as shown on the Improvement Plans per the entitlements referenced in the recitals. Developer shall complete construction of these improvements prior to acceptance by the City and the issuance of a Certificate of Occupancy to the satisfaction of the City Engineer. The construction, installation and completion of the improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work."

B. Upon satisfactory completion of these improvements and acceptance of these improvements by the City, title to the improvements shall pass to the City and the City shall maintain the improvements.

C. If within one year of final acceptance of the Improvements, any structure or part of the Improvements fails to fulfill any requirements of this Agreement or the specifications for construction, Developer shall without delay and any cost to the City, repair or replace any defective or otherwise unsatisfactory work or Improvements. If Developer fails to make the repairs or if the City is required to take immediate action, then the City, at its sole option, may undertake the necessary work and bill the Developer its full costs to do so. City may require Developer to post a warranty bond or other surety during this warranty period.

3. Performance, Labor and Materials and Warranty Security. In accordance with Section 9-4.506 of the Antioch Municipal Code, as may be amended from time to time ("**Section 9-4.506**"), Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with Section 9-4.506.

A. Performance Bond. Developer shall furnish and deliver a performance surety bond in the amount of Thirty-Four Thousand Eighty Dollars ($34,080), concurrently with the execution of this Agreement, which bond must meet the requirements of Section 9-4.506(A)(1) and Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance of the Improvements and Developer's delivery of a Warranty Bond, as described below, or as otherwise allowed by Government Code Section 66499.7.

B. Labor and Materials Bond. Developer shall furnish and deliver a labor and materials surety bond in the amount of Thirty-Four Thousand Eighty Dollars ($34,080), concurrently with the execution of this Agreement, which bond must meet the requirements of Section 9-4.506(A)(1) and Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain each bond until both (a) the City accepts the Work, and (b) the statute of limitations to file an action under Civil Code section 3114 *et seq.* has expired. After said date, the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the bond shall be released in full by the City Engineer.

C. Warranty Bond. Developer shall furnish and deliver a warranty bond in the amount of Three Thousand Four Hundred Dollars ($3,400) upon acceptance of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

4. Default. In the event that Developer fails to complete the construction of the Improvements, the City may proceed with any legal or equitable remedies available to it, including but not limited to calling the performance bond described in Section 3A. The City shall be entitled to recover all costs, including administrative costs and attorneys' fees in the event of Developer's default.

5. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be addressed and sent as hereinafter described below.

City:	City of Antioch City Hall P.O. Box 5007 Antioch, CA 94531-5007 Attention: City Manager
with a copy to:	City of Antioch City Hall P.O. Box 5007 Antioch, CA 94531-5007 Attention: City Attorney
Developer:	Arcadia Development Company _____ _____ _____
with a copy to:	_____ _____ _____

6. Transfers; Assignments. Developer may assign its obligations under this Agreement to successor owner(s) of the Property with the prior written consent of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

7. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 6. If this Agreement has not assigned or if the assignment has been consented to by City, it shall remain binding on Developer.

8. Indemnity. Developer shall indemnify, defend and hold harmless the City, its Council Members, officers, employees and agents from any loss, claims, liability or expense, for personal injury or property damage arising out of or in connection with the activities of Developer or its employees, contractors, subcontractors, consultants or agents or acts in the performance of its obligations, or lack thereof, under this Agreement. This indemnity shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered regardless of whether or not the City has prepared, supplied or approved of plans or specifications for any improvements.

9. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Contra Costa, State of California.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY

CITY OF ANTIOCH, a California municipal corporation

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

ATTEST:

_____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

_____
Thomas Lloyd Smith, City Attorney

DEVELOPER

Arcadia Development Company, a California corporation

By: _____
Name: _____
Its: _____

DocuSign Envelope ID: 1B45A84A-9628-4631-9537-66DB07F2C90E

Exhibit A

Arcadia Development Co.

P.O. Box 5368, San Jose, CA 95150

March 15, 2021

City Council Members
City of Antioch
200 H Street
Antioch, CA 94509

Re: Deferred Improvement Agreement dated 24th February 2009 by and between Arcadia Development Co., "Owner", and the City of Antioch, "City" reference Recorded Date DOC 2009-0071338-00, Contra Costa County Recorder Office dated 3rd April 2009.

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Sincerely,

Arcadia Development Co.

DocuSigned by:
By: Michael Fletcher
AFF8071FDB0A40C...

Its: President

Exhibit 'B'

12072-4R
11/24/08
J.F.T.



PRELIMINARY BOND ESTIMATE
LANDS OF ARCADIA DEVELOPMENT COMPANY
SUBDIVISION 8388 - UNIT 4 - REMAINING IMPROVEMENTS
ANTIOCH, CALIFORNIA

BASED ON APPROVED PLANS
PREPARED BY MACKAY & SOMPS

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3.	LUMP SUM		Landscape Bulb - Haig Court		800
4.	LUMP SUM		Path at open space areas - Parcels B and C including bollards		20,000
5.	98	EA	Street trees	90.00	8,820
6.	LUMP SUM		Fencing @ Openspace		6,000
7.	LUMP SUM		Mailboxes		4,400
			ESTIMATED TOTAL LANDSCAPING/MISCELLANEOUS WORK:		**$83,020**

12072-4R
11/24/08
J.F.T.

SUMMARY

A.	EROSION CONTROL AND GRADING	$41,000
B.	STREETWORK	$370,110
C.	CONCRETE WORK	$16,790
D.	STORM DRAIN WORK	$2,370
E.	WATER SYSTEM WORK	$12,070
F.	LANDSCAPING/MISCELLANEOUS WORK	$83,020
	ESTIMATED TOTAL IMPROVEMENT COST:	**$525,360**
F.	CONTINGENCY (10% OF TOTAL)	$52,540
	TOTAL IMPROVEMENT COST:	**$577,900**

NOTES:

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Somps makes no warranty, either expressed or implied, as to the accuracy of this estimate.

Prepared by the firm of

MACKAY & SOMPS

ATTACHMENT "G"

RECORDED AT THE REQUEST OF:
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
DEVELOPMENT ENGINEERING DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION FOR HIDDEN GLEN UNIT 4 SUBDIVISION 8388 IMPROVEMENTS IN THE CITY OF ANTIOCH

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on March 23, 2021 the work and improvements hereinafter described was completed.
5. The project is located east of Hillcrest Avenue and north of Laurel Road
6. This project consisted of all public improvements including paving, curb, gutter, storm drain facilities, sewer mains, water mains, and landscaping which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

THE UNDERSIGNED STATES UNDER PENALTY OF PERJURY THAT THE ABOVE IS TRUE AND CORRECT

_____
Date

_____
John Samuelson, P.E.
Public Works Director/City Engineer
City of Antioch

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Junior Engineer

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

SUBJECT: Resolution Approving the Revised Final Map for Promenade Vineyards at Sand Creek Subdivision Phases 1-3 Subdivision 9560, 9561, and 9562 (P.W. 697)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Revised Final Map for Vineyards Promenade Subdivision Phases 1-3 Subdivision 9560, 9561, and 9562 (P.W. 697).

FISCAL IMPACT

There is no projected financial impact. The developer has paid all required fees and is responsible for all costs of construction and maintenance until the City of Antioch accepts the improvements.

DISCUSSION

On February 9, 2016, the City Council adopted Resolution No. 2016/13 approving a Vesting Tentative Map/Final Development Plan for development of a 641-unit single family residential community on approximately 141 acres. The project site is located on the easterly side of the Sand Creek Focus Area, east of the current terminus of Hillcrest Avenue, west of Heidorn Ranch Road and north of Sand Creek (APN 057-030-003 and 057-030-007) (Vicinity Map, Attachment "B").

On February 23, 2016, the City Council adopted Ordinance No. 2112-C-S approving a Development Agreement between the City and GBN Partners, LLC regarding the property and project. The Vesting Tentative Map (VTM) allows the developer to employ multiple (phased) final maps, while creating separate phases of the project.

On July 24, 2018, the City Council adopted Resolution 2018/87 approving the small lot final maps for Vineyards Promenade Subdivision Phases 1-3, Subdivisions 9484, 9483 and 9482 respectively.

N
Agenda Item #

Developer has expressed a desire to revise the limits of rights-of-way for streets within phases 1-3 of the subdivision (Attachment "C") through the filing of a revised final map. This shall provide for more desirable setbacks and space for some lots within the subdivision. The developer has affirmed that the main purpose of this remapping effort is to move the rights-of-way line to align with the physical improvements at either the back of sidewalk or the back of curb. A remapping was preferred by the developer in order to offer better clarity, as some lots are currently no longer in ownership.

ATTACHMENTS

A. Resolution
B. Vicinity Map
C. Letter of Intent
D. Final Map - "Subdivision 9560 – Promenade, Phase 1A, Vineyards at Sand Creek"
E. Final Map - "Subdivision 9461 – Promenade, Phase 2A, Vineyards at Sand Creek"
F. Final Map - "Subdivision 9562 – Promenade, Phase 3A, Vineyards at Sand Creek"

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE REVISED FINAL MAP FOR PROMENADE VINEYARDS AT SAND CREEK SUBDIVISION PHASES 1-3 SUBDIVISION 9560, 9561, AND 9562 (P.W. 697)

WHEREAS, the Century Communities (BMCH California) has filed with the City Engineer three (3) revised small lot final maps entitled: "Subdivision 9560 – Promenade, Phase 1A, Vineyards at Sand Creek", "Subdivision 9461 – Promenade, Phase 2A, Vineyards at Sand Creek" and "Subdivision 9562 – Promenade, Phase 3A, Vineyards at Sand Creek" and has requested approval of said final maps;

WHEREAS, on February 9, 2016, the City Council adopted Resolution No. 2016/13 approving a Vesting Tentative Map/Final Development Plan for the Vineyards at Sand Creek Subdivision 9390 project;

WHEREAS, on July 24, 2018, the City Council adopted Resolution No. 2018/87 approving three (3) small lot final maps entitled "Subdivision 9484 – Promenade, Phase 1, Vineyards at Sand Creek", "Subdivision 9482 – Promenade, Phase 2, Vineyards at Sand Creek" and "Subdivision 9482 – Promenade, Phase 3, Vineyards at Sand Creek";

WHEREAS, this City Council has specifically found that the final maps are in complete compliance with the provisions of the Antioch General Plan;

WHEREAS, this City Council has specifically found that the site of these final maps are specifically suitable for the type of development proposed;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause substantial environmental damage and is not likely to substantially and avoidably injure fish or wildlife or their habitats;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause serious public health problems;

WHEREAS, this City Council has specifically found that the design of the subdivision will not conflict with easements acquired by the public at large for access through or use of property within this proposed subdivision; and

WHEREAS, the Subdivider has paid all the necessary fees, made all deposits required to date, and submitted a Subdivision Improvement Agreement and the required bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the three (3) revised final maps entitled: "Subdivision 9560 – Promenade, Phase 1A, Vineyards at Sand Creek", "Subdivision 9461 – Promenade, Phase 2A, Vineyards at

Sand Creek" and "Subdivision 9562 – Promenade, Phase 3A, Vineyards at Sand Creek" are hereby approved.

BE IT FURTHER RESOLVED that the City Council of the City of Antioch hereby accepts all street easements and other easements offered for dedication on said final map.

* * * * * * * *

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 23rd day of March 2021, by the following vote:

AYES:

NOES:

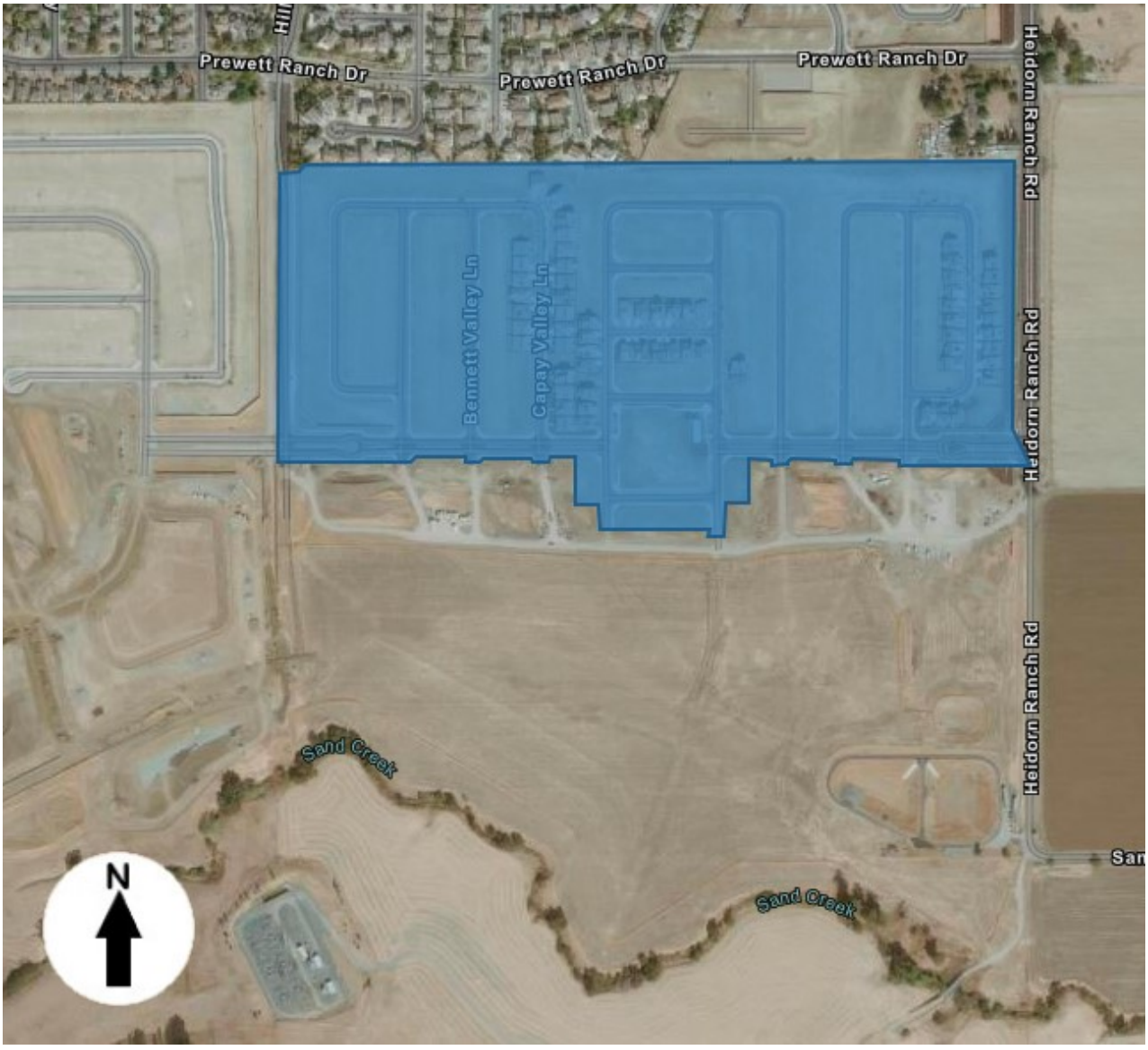
ABSTAIN:

ABSENT:

_____
ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

Vicinity Map



ATTACHMENT "C"

cbg

CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

March 10, 2021
Job No.: 974-052

Mr. Jon Crawford
Municipal Services Engineer
CITY OF ANTIOCH C/O INTERWEST GROUP
200 'H' Street
Antioch, CA 94531

Subject: New Final Maps
Cielo (formerly Promenade / Vineyards at Sand Creek)
Antioch, California

Dear Mr. Crawford:

We are preparing this letter to explain the purpose and reason for the creation of three new Final Maps (Subdivisions 9560, 9561, and 9562) to re-map a portion of the original Cielo Final Maps (Subdivisions 9482, 9483, and 9484).

The main purpose of this remapping effort is to move the right of way line to align with the physical improvements at either the back of sidewalk or the back of curb. The original maps have the right of way shown at either 6' or 8' behind the improvements. Moving the right of way line to a physical improvement will allow the project to more clearly identify what is private property vs. HOA property. In addition, it will allow the project to shorten the driveway and construct less concrete, increase the rear yard depths for the homes, and allow the HOA to focus its landscape maintenance on a more manageable front yard area.

We are proposing to re-map the original Final Maps instead of preparing an amended Final Map because some of the lots within the original Final Map have already been sold to third party homeowners. Amending a map with both Developer and Homeowner lots did not seem appropriate.

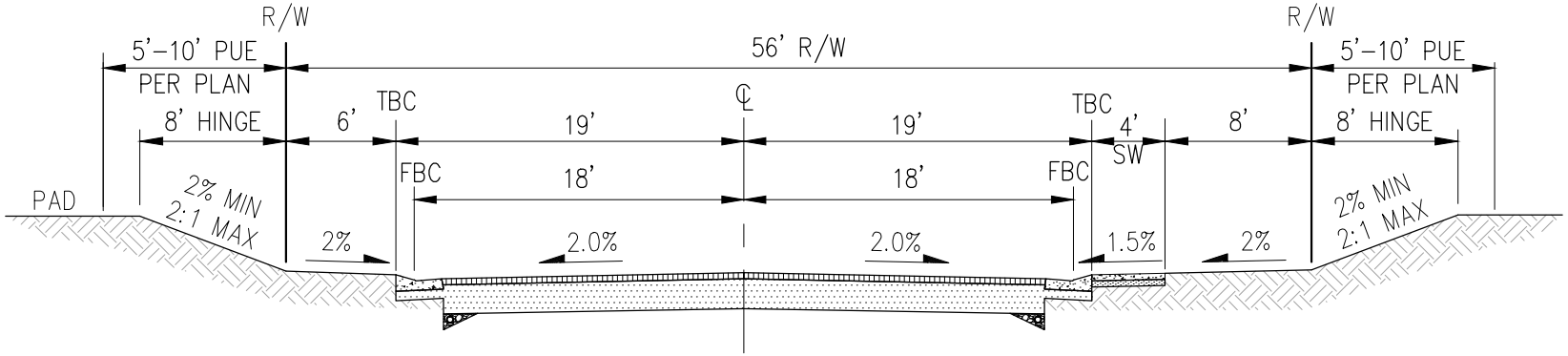
Please do not hesitate to contact me if you have any questions.

Very truly yours,



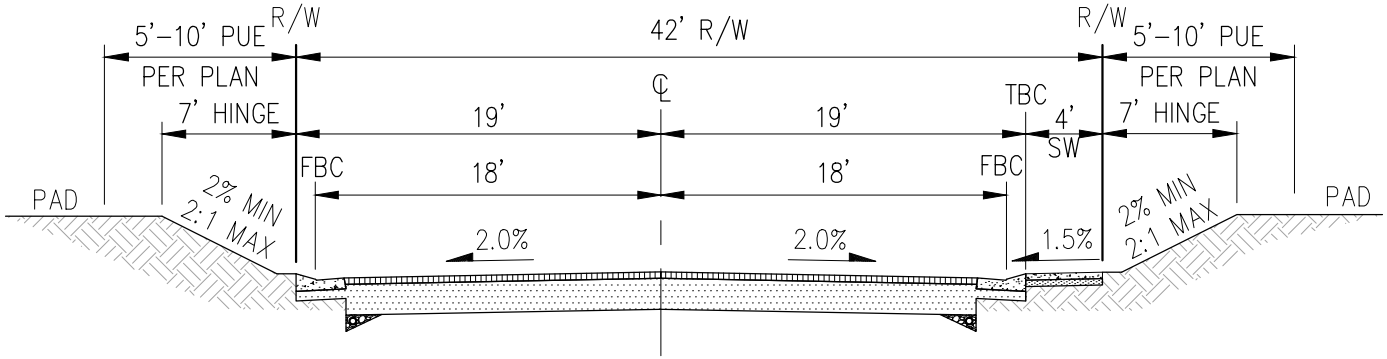
Andrea J. Bellanca, P.E., P.L.S.
Principal

AJB: svl
P:\0800 - 0999\974-052\Letters\New Final Map_2021.03.10.docx



OLD TYPICAL STREET CROSS SECTION

NOT TO SCALE



NEW TYPICAL STREET CROSS SECTION

NOT TO SCALE

TYPICAL STREET CROSS SECTION

PROMENADE / CIELO PHASES 1-3

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DATE: MARCH 9, 2021 SCALE: NONE

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM

F:\974\974-50\ACAD\EXHIBITS\XB-128_NEW TYPICAL STREET CROSS SECTION.DWG

SUBDIVISION 9560
PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

CONSISTING OF 9 SHEETS
BEING A RESUBDIVISION OF LOTS 242-264, 295-297, 308-311, 323-337 PARCEL A, PARCEL C AND PARCEL D OF SUBDIVISION 9484, FILED IN BOOK 539 OF MAPS, PAGE 49
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

MARCH 2021

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES.

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON AND ACROSS SAID AREAS.

WE HEREBY DECLARE THAT PARCELS A, C, AND D, COMPRISED OF HAMES VALLEY LANE, KNIGHTS VALLEY LANE, REDWOOD VALLEY LANE, AND YORK MOUNTAIN LANE, ARE RESERVED FOR PRIVATE STREET PURPOSES AND SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY DECLARE EASEMENTS FOR PRIVATE STORM DRAIN PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) FOR THE RIGHTS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES. MAINTENANCE OF SAID AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

THE REAL PROPERTY DESCRIBED HEREIN IS ALSO SUBJECT TO THE CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) THAT GOVERN THIS SUBDIVISION AND ANY AMENDMENTS THERETO APPROVED IN ACCORDANCE WITH THEIR TERMS.

OWNER:

ARROYO CAP VI, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAP I, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: ARROYO CAPITAL, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: _____ _____
NAME: JEFFREY BROUELETTE DATE
TITLE: EXECUTIVE VICE PRESIDENT

BMCH CALIFORNIA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ _____
NAME: _____ DATE
TITLE: _____

CIELO COMMUNITY ASSOCIATION
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION

BY: _____ _____
NAME: _____ DATE
TITLE: _____

PRELIMINARY

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

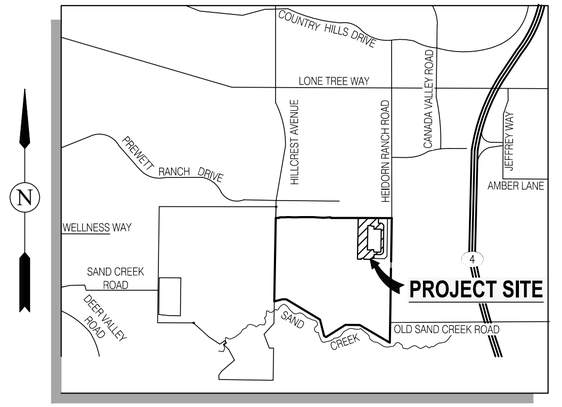
SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____



VICINITY MAP
NOT TO SCALE

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9560, PROMENADE PHASE 1A, VINEYARDS AT SAND CREEK", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED _____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT_____M., ON THE _____DAY OF_____, 2021, IN BOOK_____ OF MAPS, AT PAGE_____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

DEBORAH COOPER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9560
PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

CONSISTING OF 9 SHEETS
BEING A RESUBDIVISION OF LOTS 242-264, 295-297, 308-311, 323-337 PARCEL A, PARCEL C AND PARCEL D OF SUBDIVISION 9484, FILED IN BOOK 539 OF MAPS, PAGE 49
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

MARCH 2021

TRUSTEE'S STATEMENT

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED ON SEPTEMBER 5, 2018, DOCUMENT NUMBER 2018-0142238 OF OFFICIAL RECORDS, CONTRA COSTA COUNTY, CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____

TITLE: _____

DATE: _____

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARROYO CAP VI, LLC IN DECEMBER 2020. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2022; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

_____
MARK H. WEHBER, P.L.S.
L.S. NO. 7960

PRELIMINARY

SOILS REPORT

A SOILS REPORT WAS PREPARED BY ENGEO, INC , DATED DECEMBER 26, 2017, PROJECT NO. 4894.001.00, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CONSUTANT'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SUBDIVISION 9560, PROMENADE PHASE 1A, VINEYARDS AT SAND CREEK" AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66450 OF THE SUBDIVISION MAP ACT.

_____
JON G. CRAWFORD
RCE 32935, EXP. 6-30-22
ON BEHALF OF THE CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
JON GORDON CRAWFORD
32935
EXP_____
CIVIL
STATE OF CALIFORNIA

_____
DATE

TITLE NOTE

THE FOLLOWING ITEMS APPEARED ON THE TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NUMBER 0192-6469454 AND ARE NOT SHOWN HEREON:

1. RIGHTS OF INGRESS AND EGRESS AT ALL TIMES FOR PURPOSES OF MINING, DRILLING, EXPLORING, OPERATING AND DEVELOPING SAID LANDS FOR OIL, GAS AND OTHER MINERALS, AND STORING, HANDLING, TRANSPORTING AND MARKETING THE SAME THEREFROM GRANTED TO VARIOUS INDIVIDUALS. RECORDED DECEMBER 24, 1964 IN BOOK 4770 AT PAGES 803, 806, 809, 812, 827, 830, AND 833 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED DECEMBER 13, 2016, AS INSTRUMENT NO. 2016-0270024 OF OFFICIAL RECORDS AND THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT" RECORDED JULY 23, 2018, AS INSTRUMENT NO. 2018-0116531 OF OFFICIAL RECORDS.

3. AN OPTION IN FAVOR OF BMCH CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY AS CONTAINED IN OR DISCLOSED BY A DOCUMENT RECORDED JULY 23, 2018 AS INSTRUMENT NO. 2018-0116532 OF OFFICIAL RECORDS. AMENDED OR MODIFIED BY THE FOLLOWING DOCUMENTS: DOCUMENTS RECORDED SEPTEMBER 5, 2018 AS INSTRUMENT NOS. 2018-142239 AND 2018-0142240 OF OFFICIAL RECORDS, DOCUMENTS RECORDED OCTOBER 17, 2018, AS INSTRUMENT NOS. 2018-164505, 2018-0164643 AND 2018-165077 OF OFFICIAL RECORDS.

4. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED OCTOBER 25, 2018, AS INSTRUMENT NO. 2018-0168914 OF OFFICIAL RECORDS.

5. THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "MASTER DECLARATION FOR BINDING DISPUTE RESOLUTION & TITLE 7 FOR CIELO – BMCH CALIFORNIA, LLC" RECORDED AUGUST 1, 2019, AS INSTRUMENT NO. 2019-0120842 OF OFFICIAL RECORDS.

6. THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIELO" RECORDED JULY 17, 2019, AS INSTRUMENT NO. 2019-0110473 OF OFFICIAL RECORDS. AMENDED BY DOCUMENT RECORDED AUGUST 29, 2019 AS INSTRUMENT NO. 2019-0140833 OF OFFICIAL RECORDS.

7. THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIELO" RECORDED APRIL 14, 2020, AS INSTRUMENT NO. 2020-070200 OF OFFICIAL RECORDS. AMENDED BY DOCUMENT RECORDED MAY 6, 2020 AS INSTRUMENT NO. 2020-085288 OF OFFICIAL RECORDS. AMENDED BY DOCUMENT RECORDED JULY 14, 2020 AS INSTRUMENT NO. 2020-140290 OF OFFICIAL RECORDS. AMENDED BY DOCUMENT RECORDED AUGUST 24, 2020 AS INSTRUMENT NO. 2020-179832 OF OFFICIAL RECORDS.

8. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CIELO ROAD EASEMENT AND MAINTENANCE AGREEMENT" RECORDED APRIL 14, 2020, AS INSTRUMENT NO. 2020-070841 OF OFFICIAL RECORDS.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP ENTITLED "SUBDIVISION 9560, PROMENADE PHASE 1A, VINEYARDS AT SAND CREEK", THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
JOHN D. SAMUELSON
CITY ENGINEER
R.C.E. 67734

_____
DATE

CITY CLERK'S STATEMENT

I, THE UNDERSIGNED, ARNE SIMONSEN, CITY CLERK OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF 10 SHEETS AND ENTITLED "SUBDIVISION 9560, PROMENADE PHASE 1A, VINEYARDS AT SAND CREEK", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, AS PROVIDED BY LAW, AT A REGULAR MEETING HELD ON THE ___ DAY OF _____, 2021 AND THAT SAID COUNCIL APPROVED SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL LANDS DESIGNATED ON SAID MAP AS: PUBLIC UTILITY EASEMENT "PUE" AND EMERGENCY VEHICLE ACCESS EASEMENT "EVAE".

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENT WITHIN THE BOUNDARIES OF THIS MAP, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND IS NOT SHOWN HEREON:

1. PUBLIC UTILITY EASEMENT (PUE) AS SHOWN ON THE MAP OF SUBDIVISION 9484 (539 M 49).
2. EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) AS SHOWN ON THE MAP OF SUBDIVISION 9484 (539 M 49).

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH AND ARE FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ___ DAY OF _____ 2021.

_____
ARNE SIMONSEN
CITY CLERK, CITY OF ANTIOCH, CALIFORNIA

_____
DATE

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I STATE AS CHECKED BELOW, THAT

____ A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

____ ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

_____
BY: DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR, COUNTY OF CONTRA COSTA, CALIFORNIA

BY: _____
DEPUTY CLERK

SUBDIVISION 9560
PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

CONSISTING OF 9 SHEETS
BEING A RESUBDIVISION OF LOTS 242-264, 295-297, 308-311, 323-337 PARCEL A, PARCEL C AND PARCEL D OF SUBDIVISION 9484, FILED IN BOOK 539 OF MAPS, PAGE 49
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

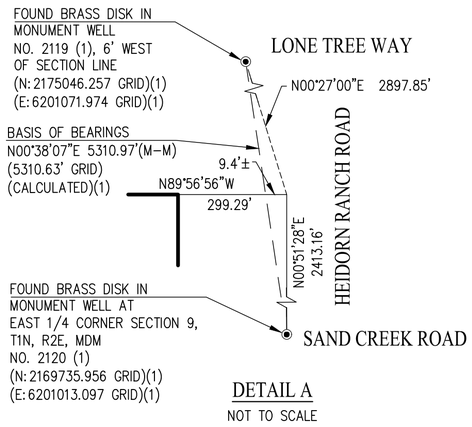
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' MARCH 2021

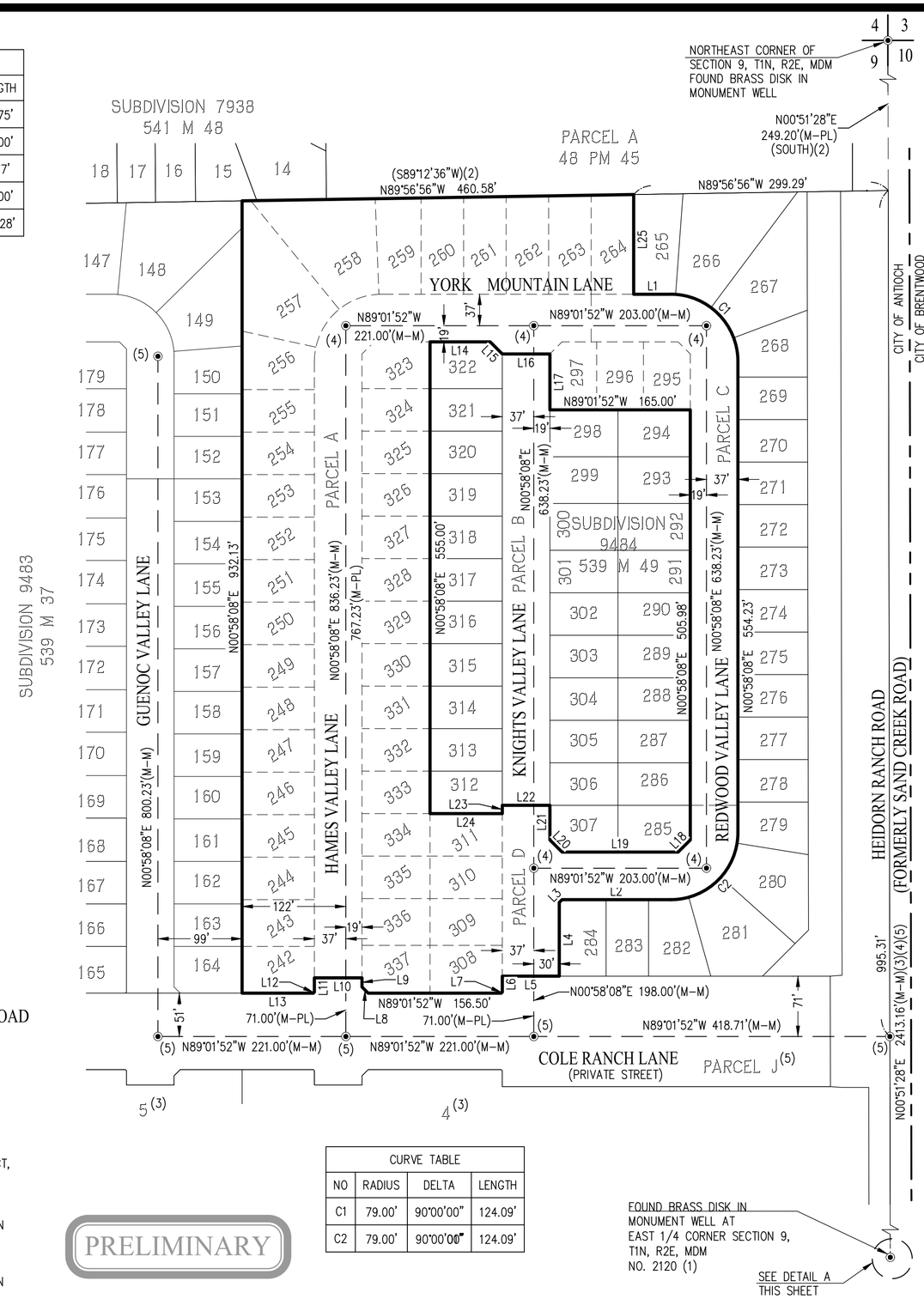
100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°01'52"W	43.50'
L2	N89°01'52"W	127.75'
L3	N45°58'08"E	4.60'
L4	N00°58'08"E	86.75'
L5	N89°01'52"W	67.00'
L6	N00°58'08"E	18.75'
L7	N45°58'08"E	1.77'
L8	N44°01'52"W	10.25'
L9	N00°58'08"E	10.75'
L10	N89°01'52"W	56.00'
L11	N00°58'08"E	16.75'
L12	N45°58'08"E	1.77'
L13	N89°01'52"W	83.75'
L14	N89°01'52"W	70.75'
L15	N44°01'52"W	20.15'
L16	N89°01'52"W	56.00'
L17	N00°58'08"E	65.75'
L18	N45°58'08"E	20.15'
L19	N89°01'52"W	136.50'
L20	N44°01'52"W	20.15'

LINE TABLE		
NO	BEARING	LENGTH
L21	N00°58'08"E	40.75'
L22	N89°01'52"W	56.00'
L23	N00°58'08"E	9.77'
L24	N89°01'52"W	85.00'
L25	N00°58'08"E	117.28'



DETAIL A
NOT TO SCALE



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	79.00'	90°00'00"	124.09'
C2	79.00'	90°00'00"	124.09'

PRELIMINARY

BOUNDARY MAP

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- OLD LOT LINE
- MONUMENT LINE
- EXISTING LOT LINE
- TIE LINE
- CITY LIMIT LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- MDM MOUNT DIABLO BASE AND MERIDIAN

NOTES:

1. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE ALL PUBLIC UTILITY EASEMENTS (PUE) AND EMERGENCY VEHICLE ACCESS EASEMENTS (EVAE) PER SUBDIVISION 9484 (539 M 49) WITHIN THE BOUNDARIES OF THIS MAP, ARE ABANDONED BY THE FILING OF THIS MAP AND ARE NOT SHOWN HEREON.
2. SEE SHEET 2 FOR ADDITIONAL TITLE NOTES.
3. SUBDIVISION AREA: 7.83 AC±
4. SUBJECT TO AN EASEMENT FOR A BROADBAND COMMUNICATION SYSTEM IN FAVOR OF COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC PER 2019-158781.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) PARCEL MAP (48 PM 45)
(3) SUBDIVISION 9390 (538 M 15)
(4) SUBDIVISION 9483 (539 M 37)
(5) SUBDIVISION 9484 (359 M 49)

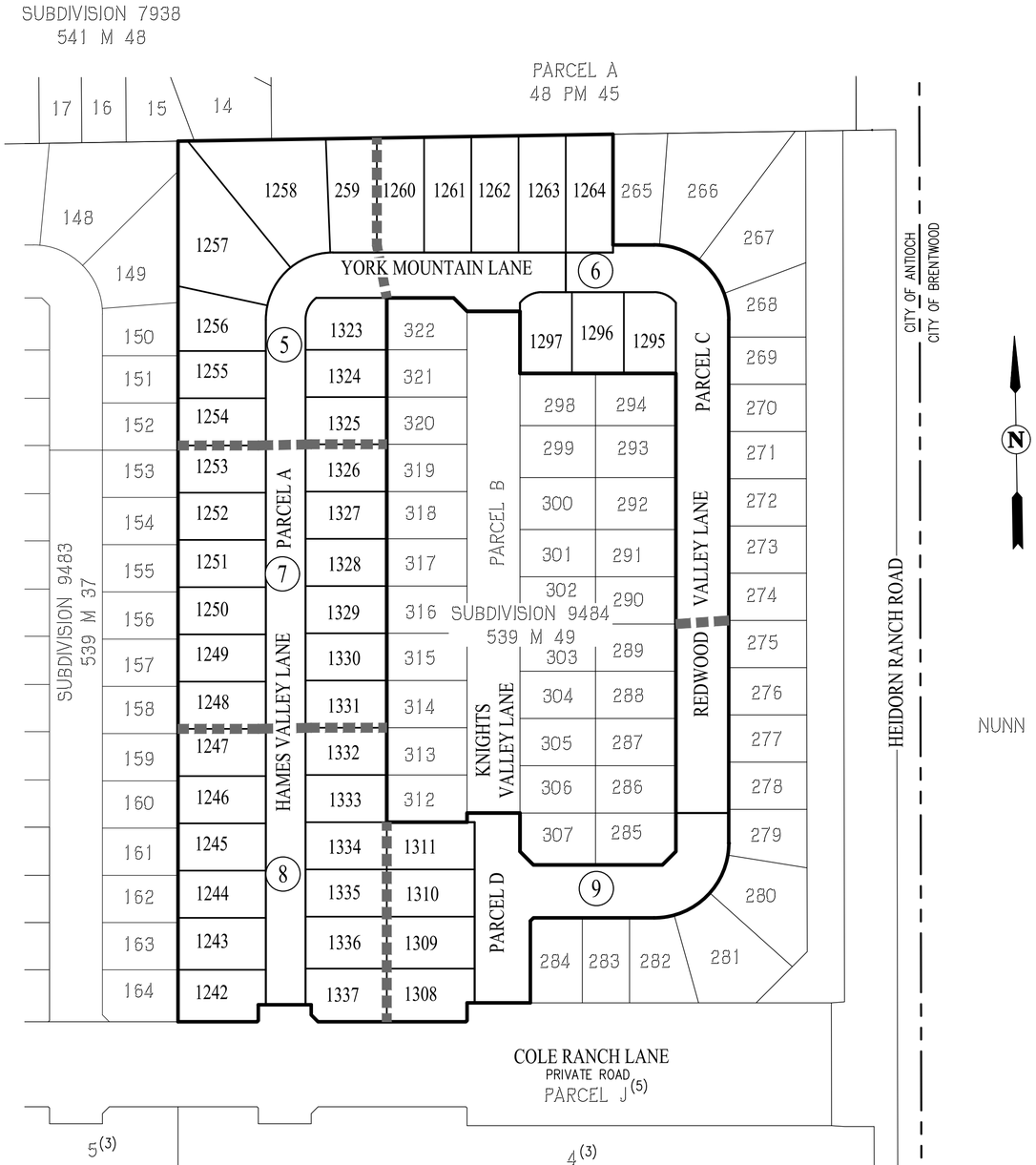
SUBDIVISION 9560
PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

CONSISTING OF 9 SHEETS
BEING A RESUBDIVISION OF LOTS 242-264, 295-297, 308-311, 323-337 PARCEL A, PARCEL C AND PARCEL D OF SUBDIVISION 9484, FILED IN BOOK 539 OF MAPS, PAGE 49
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' MARCH 2021

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE



INDEX MAP

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
— — — —	MONUMENT LINE
———	EXISTING LOT LINE
-------	TIE LINE
——— — — ———	CITY LIMIT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN
▪▪▪▪▪	SHEET LIMIT
(#)	SHEET NUMBER

PRELIMINARY

REFERENCES:

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(1) RECORD OF SURVEY (118 LSM 40)
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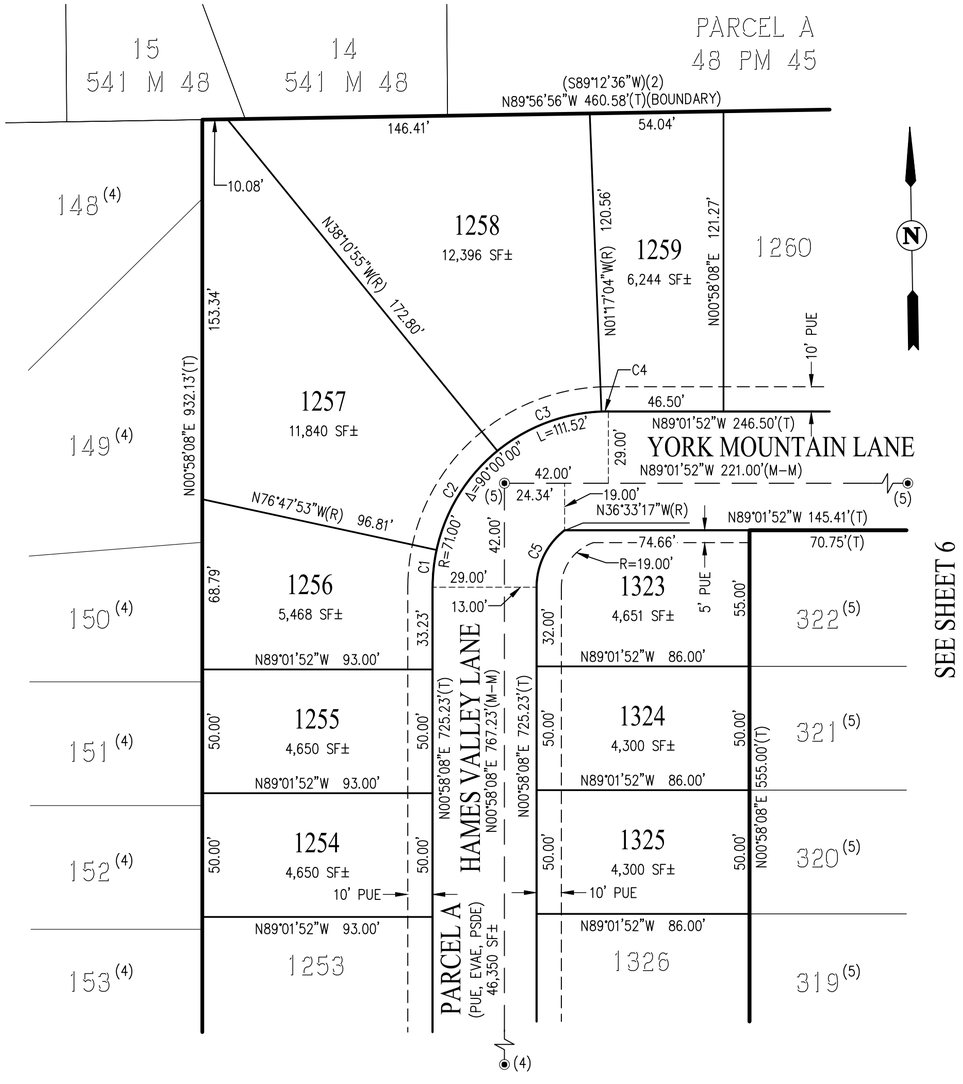

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	71.00'	12°13'59"	15.16'
C2	71.00'	38°36'58"	47.85'
C3	71.00'	36°53'51"	45.72'
C4	71.00'	2°15'12"	2.79'
C5	29.00'	52°28'35"	26.56'

SUBDIVISION 9560

PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

CONSISTING OF 9 SHEETS
BEING A RESUBDIVISION OF LOTS 242-264, 295-297, 308-311, 323-337 PARCEL A, PARCEL C AND PARCEL D OF SUBDIVISION 9484, FILED IN BOOK 539 OF MAPS, PAGE 49
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
– – – –	EASEMENT LINE
— — — —	MONUMENT LINE
———	EXISTING LOT LINE
- - - - - -	TIE LINE
——— – – ———	CITY LIMIT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN

PRELIMINARY

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SUBDIVISION 9560
PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

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SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2021

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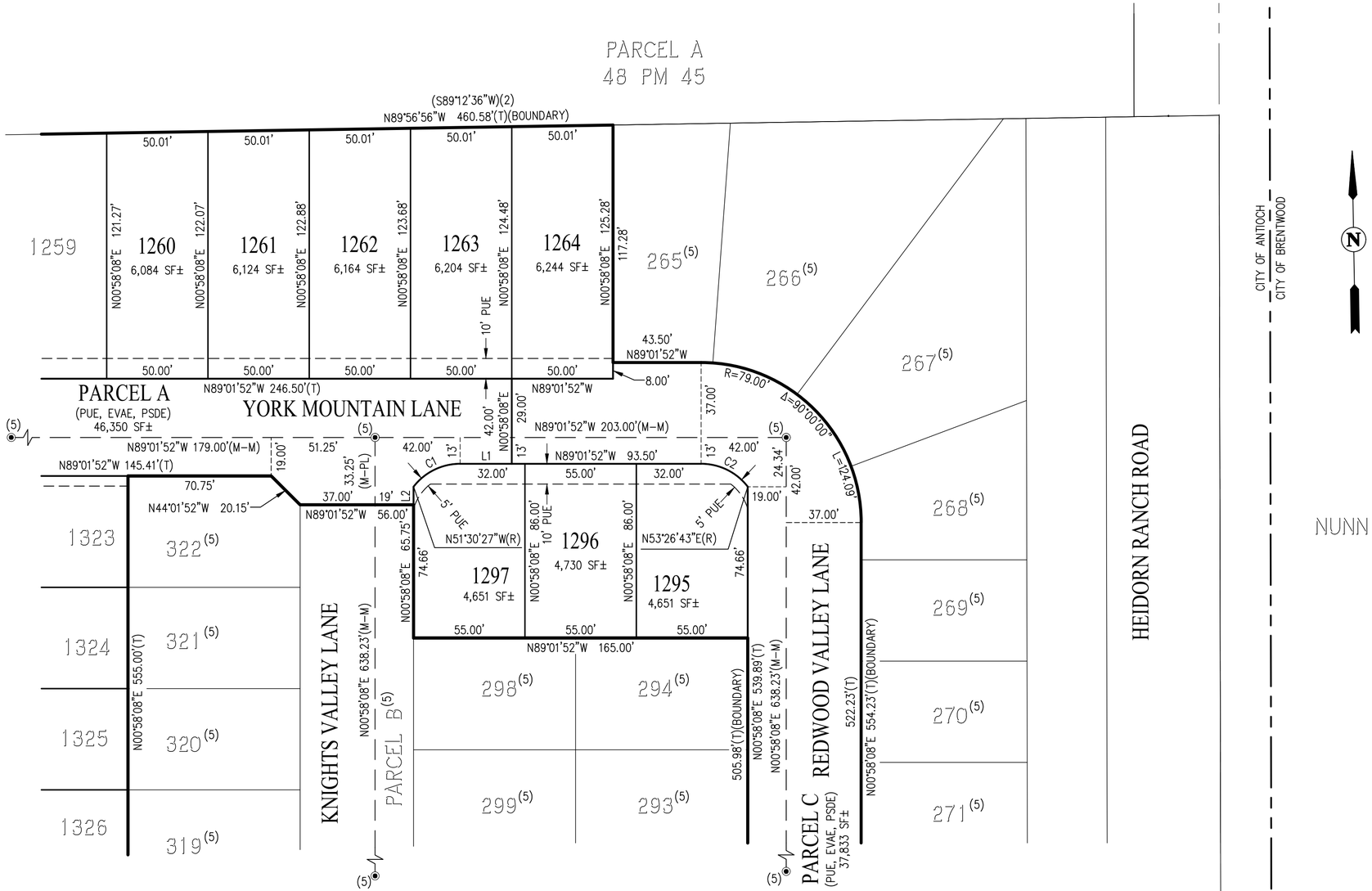

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———	SUBDIVISION BOUNDARY LINE
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PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°01'52"W	25.50'
L2	N00°58'08"E	8.91'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.00'	52°28'35"	26.56'
C2	29.00'	52°28'35"	26.56'

PRELIMINARY

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SUBDIVISION 9560

PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

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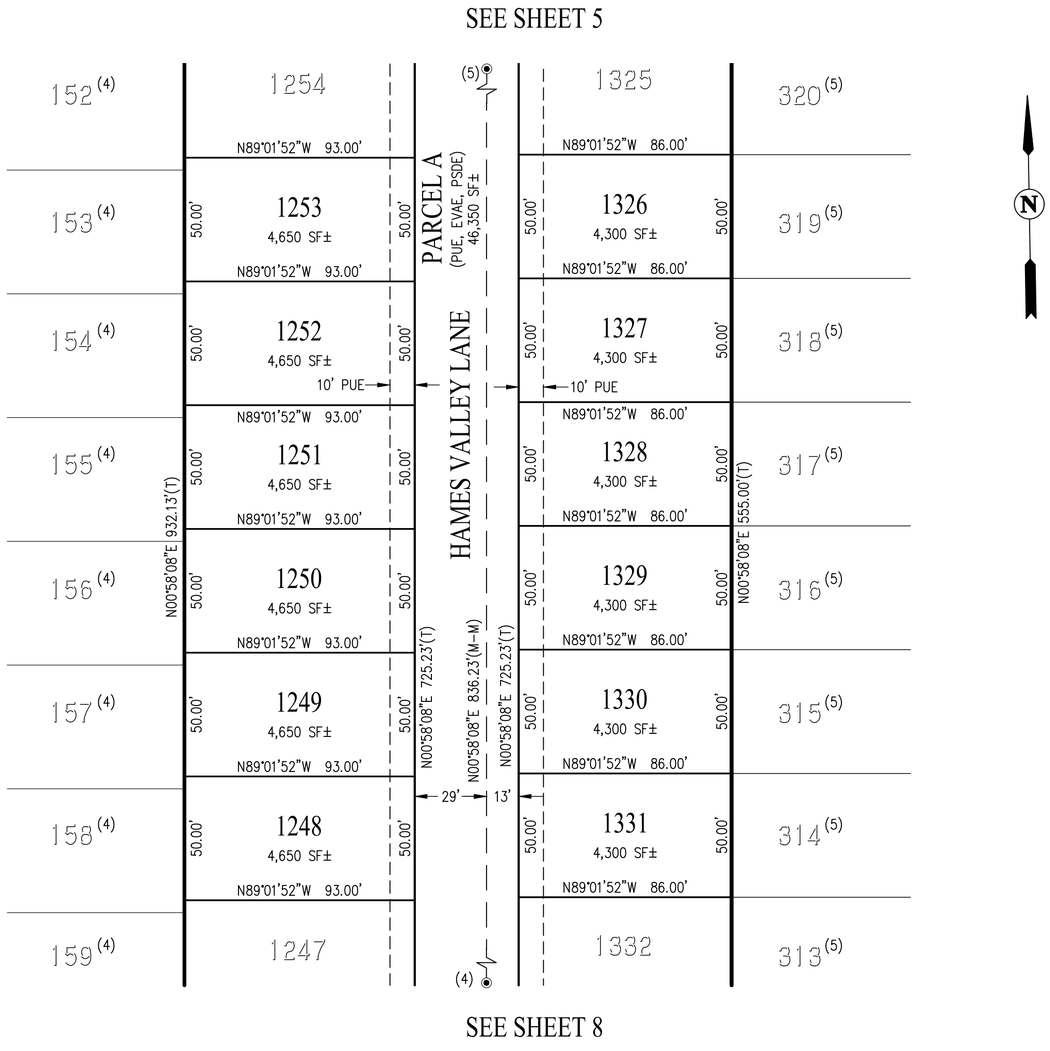
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2021



GRAPHIC SCALE



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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	EXISTING LOT LINE
	TIE LINE
	CITY LIMIT LINE
(T)	TOTAL
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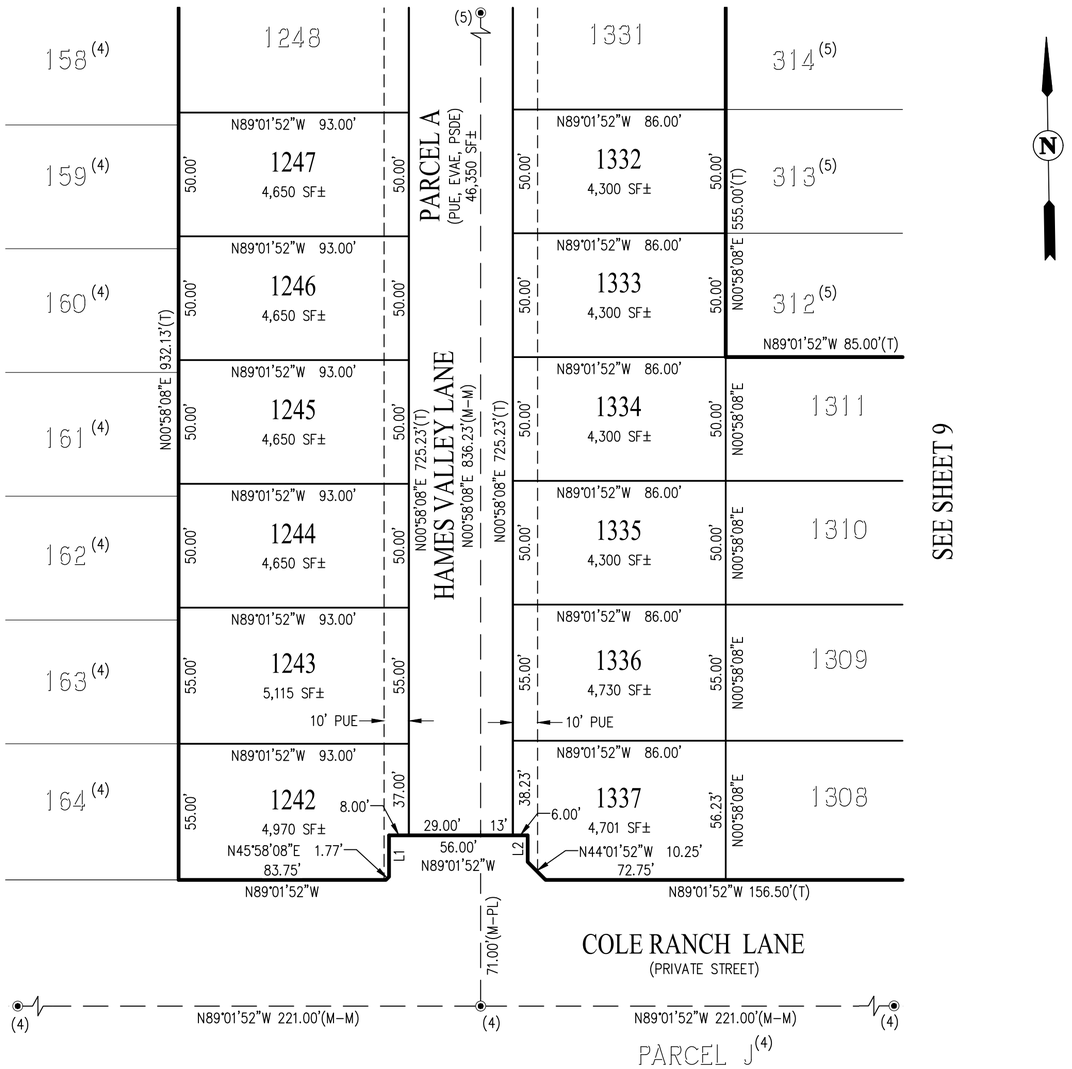
PRELIMINARY



LINE TABLE		
NO	BEARING	LENGTH
L1	N00°58'08"E	16.75'
L2	N00°58'08"E	10.75'

SUBDIVISION 9560

PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

CONSISTING OF 9 SHEETS
BEING A RESUBDIVISION OF LOTS 242-264, 295-297, 308-311, 323-337 PARCEL A, PARCEL C AND PARCEL D OF SUBDIVISION 9484, FILED IN BOOK 539 OF MAPS, PAGE 49
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

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LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
— — — — —	MONUMENT LINE
———	EXISTING LOT LINE
----------	TIE LINE
——— - - ———	CITY LIMIT LINE
(T)	TOTAL
(R)	RADIAL
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PRELIMINARY

SUBDIVISION 9560

PROMENADE, PHASE 1A
VINEYARDS AT SAND CREEK

CONSISTING OF 9 SHEETS
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CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2021

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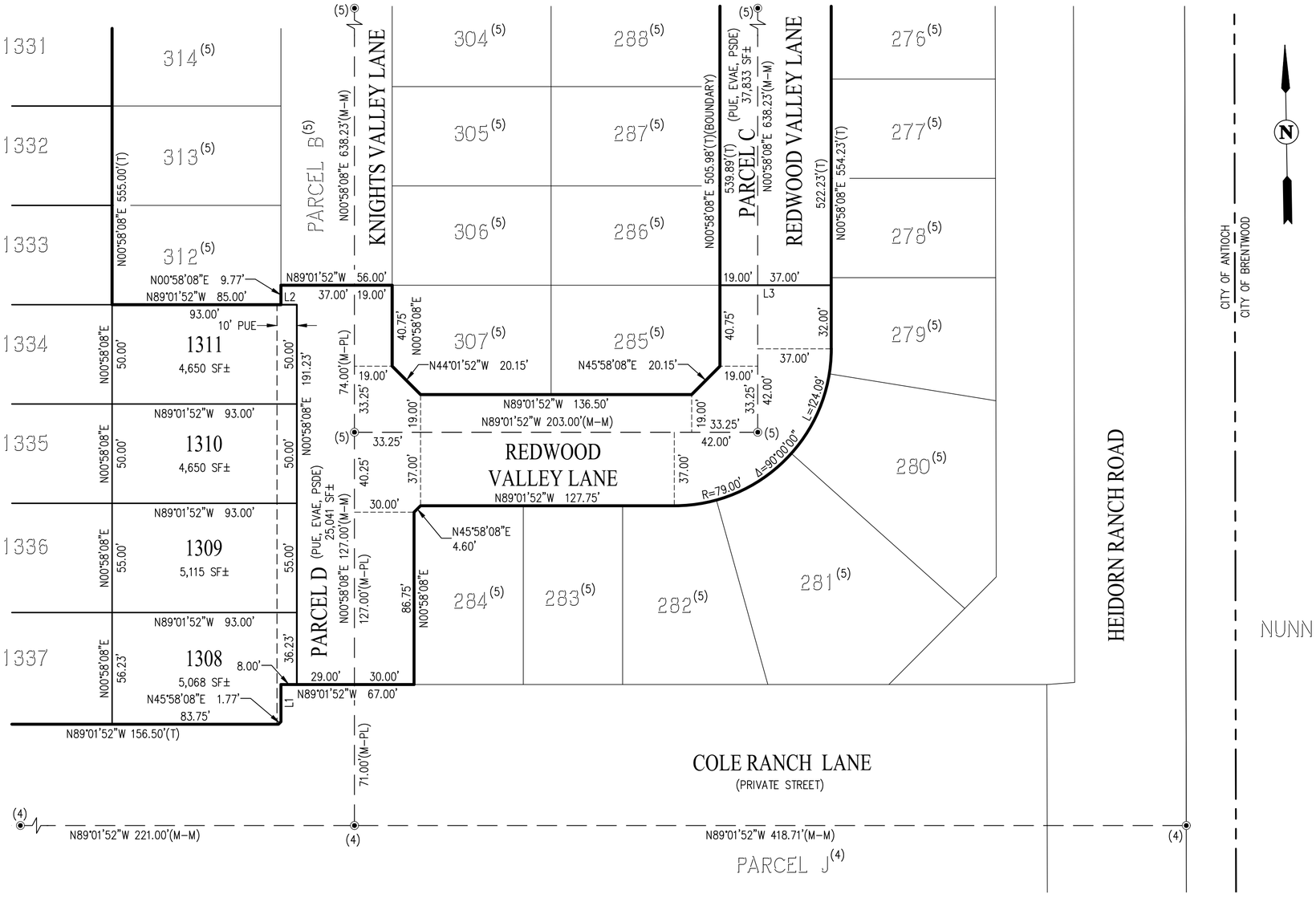
GRAPHIC SCALE



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LEGEND

———	SUBDIVISION BOUNDARY LINE
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LINE TABLE		
NO	BEARING	LENGTH
L1	N00°58'08"E	18.75'
L2	N89°01'52"W	8.00'
L3	N89°01'52"W	56.00'

REFERENCES:

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(3) SUBDIVISION 9390 (538 M 15)
(4) SUBDIVISION 9483 (539 M 37)
(5) SUBDIVISION 9484 (359 M 49)

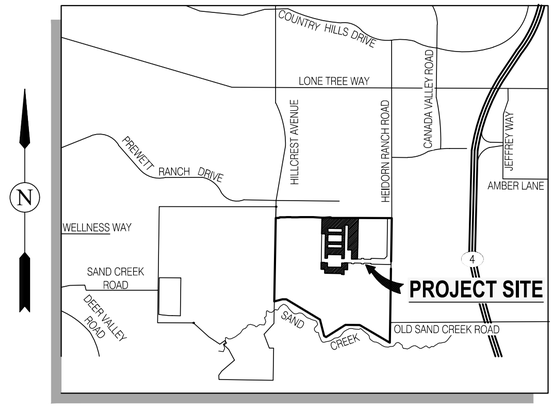
PRELIMINARY

SUBDIVISION 9561
PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
OF SUBDIVISION 9483, FILED IN BOOK 539 OF MAPS, PAGE 37
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

JANUARY 2021



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES.

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON AND ACROSS SAID AREAS.

WE HEREBY DECLARE THAT PARCELS E, F, G, H, AND I, WHICH ARE COMPRISED OF ALTA MESA LANE, CHALK HILL LANE, GUENOC VALLEY LANE, MCDOWELL VALLEY LANE, RAMONA VALLEY LANE, SADDLE ROCK LANE, SALADO CREEK LANE, AND TRINITY LAKES LANE, ARE RESERVED FOR PRIVATE STREET PURPOSES AND SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY DECLARE EASEMENTS FOR PRIVATE STORM DRAIN PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) FOR THE RIGHTS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES. MAINTENANCE OF SAID AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY ABANDON THE EASEMENTS FOR PRIVATE STORM DRAIN PURPOSES AS SHOWN ON THE FINAL MAP FOR SUBDIVISION 9483, RECORDED OCTOBER 17, 2018, IN BOOK 539 OF MAP AND PAGES 37–48 LYING WITHIN THE BOUNDS OF THE MAP HEREIN.

THE REAL PROPERTY DESCRIBED HEREIN IS ALSO SUBJECT TO THE CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) THAT GOVERN THIS SUBDIVISION AND ANY AMENDMENTS THERETO APPROVED IN ACCORDANCE WITH THEIR TERMS.

OWNER:

ARROYO CAP VI, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAP I, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: ARROYO CAPITAL, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: _____
NAME: JEFFREY BROUELETTE
TITLE: EXECUTIVE VICE PRESIDENT

BMCH CALIFORNIA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ _____
NAME: _____ DATE
TITLE: _____

PRELIMINARY

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9561, PROMENADE PHASE 2A, VINEYARDS AT SAND CREEK", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED _____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT_____.M., ON THE _____DAY OF_____, 2021, IN BOOK_____ OF MAPS, AT PAGE_____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

DEBORAH COOPER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9561
PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
OF SUBDIVISION 9483, FILED IN BOOK 539 OF MAPS, PAGE 37
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

JANUARY 2021

TRUSTEE'S STATEMENT

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED ON SEPTEMBER 5, 2018, DOCUMENT NUMBER 2018-0142238 OF OFFICIAL RECORDS, CONTRA COSTA COUNTY, CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____

TITLE: _____

DATE: _____

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARROYO CAP VI, LLC IN DECEMBER 2020. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2023; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

_____
MARK H. WEHBER, P.L.S.
L.S. NO. 7960

PRELIMINARY

SOILS REPORT

A SOILS REPORT WAS PREPARED BY ENGEO, INC , DATED DECEMBER 26, 2017, PROJECT NO. 4894.001.00, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CONSUTANT'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SUBDIVISION 9561, PROMENADE PHASE 2A, VINEYARDS AT SAND CREEK" AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66450 OF THE SUBDIVISION MAP ACT.

_____
JON G. CRAWFORD
RCE 32935, EXP. 6-30-22
ON BEHALF OF THE CITY ENGINEER

_____
DATE

TITLE NOTE

THE FOLLOWING ITEMS APPEARED ON THE TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NUMBER 0192-6469508 AND ARE NOT SHOWN HEREON:

1. RIGHTS OF INGRESS AND EGRESS AT ALL TIMES FOR PURPOSES OF MINING, DRILLING, EXPLORING, OPERATING AND DEVELOPING SAID LANDS FOR OIL, GAS AND OTHER MINERALS, AND STORING, HANDLING, TRANSPORTING AND MARKETING THE SAME THEREFROM GRANTED TO VARIOUS INDIVIDUALS. RECORDED DECEMBER 24, 1964 IN BOOK 4770 AT PAGES 803, 806, 809, 812, 827, 830, AND 833 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED DECEMBER 13, 2016, AS INSTRUMENT NO. 2016-0270024 OF OFFICIAL RECORDS AND THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT" RECORDED JULY 23, 2018, AS INSTRUMENT NO. 2018-0116531 OF OFFICIAL RECORDS.

3. AN OPTION IN FAVOR OF BMCH CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY AS CONTAINED IN OR DISCLOSED BY A DOCUMENT RECORDED JULY 23, 2018 AS INSTRUMENT NO. 2018-0116532 OF OFFICIAL RECORDS. AMENDED OR MODIFIED BY THE FOLLOWING DOCUMENTS: DOCUMENTS RECORDED SEPTEMBER 5, 2018 AS INSTRUMENT NOS. 2018-142239 AND 2018-0142240 OF OFFICIAL RECORDS, DOCUMENTS RECORDED OCTOBER 17, 2018, AS INSTRUMENT NOS. 2018-164505 AND 2018-0164643 OF OFFICIAL RECORDS.

4. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED OCTOBER 25, 2018, AS INSTRUMENT NO. 2018-0168914 OF OFFICIAL RECORDS.

5. THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "MASTER DECLARATION FOR BINDING DISPUTE RESOLUTION & TITLE 7 FOR CIELO – BMCH CALIFORNIA, LLC" RECORDED AUGUST 1, 2019, AS INSTRUMENT NO. 2019-0120842 OF OFFICIAL RECORDS.

6. THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIELO" RECORDED APRIL 14, 2020, AS INSTRUMENT NO. 2020-070200 OF OFFICIAL RECORDS. AMENDED BY DOCUMENT RECORDED AUGUST 28, 2020 AS INSTRUMENT NO. 2020-0187023 OF OFFICIAL RECORDS.

7. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CIELO ROAD EASEMENT AND MAINTENANCE AGREEMENT" RECORDED APRIL 14, 2020, AS INSTRUMENT NO. 2020-070841 OF OFFICIAL RECORDS.

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF "SUBDIVISION 9561, PROMENADE PHASE 2A, VINEYARDS AT SAND CREEK" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF ANTIOCH, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
JOHN D. SAMUELSON
CITY ENGINEER
R.C.E. 67734

_____
DATE

CITY CLERK'S STATEMENT

I, THE UNDERSIGNED, ELIZABETH HOUSEHOLDER, CITY CLERK OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF 10 SHEETS AND ENTITLED "SUBDIVISION 9561, PROMENADE PHASE 2A, VINEYARDS AT SAND CREEK", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, AS PROVIDED BY LAW, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2021 AND THAT SAID COUNCIL APPROVED SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL LANDS DESIGNATED ON SAID MAP AS: PUBLIC UTILITY EASEMENT "PUE" AND EMERGENCY VEHICLE ACCESS EASEMENT "EVAE".

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENT WITHIN THE BOUNDARIES OF THIS MAP, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND IS NOT SHOWN HEREON:

1. PUBLIC UTILITY EASEMENT (PUE) AS SHOWN ON THE MAP OF SUBDIVISION 9483 (539 M 37).
2. EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) AS SHOWN ON THE MAP OF SUBDIVISION 9483 (539 M 37).

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH AND ARE FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ___ DAY OF _____ 2021.

_____
ELIZABETH HOUSEHOLDER
CITY CLERK, CITY OF ANTIOCH, CALIFORNIA

_____
DATE

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I STATE AS CHECKED BELOW, THAT

____ A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

____ ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

_____
BY: DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR, COUNTY OF CONTRA COSTA, CALIFORNIA

BY: _____
DEPUTY CLERK

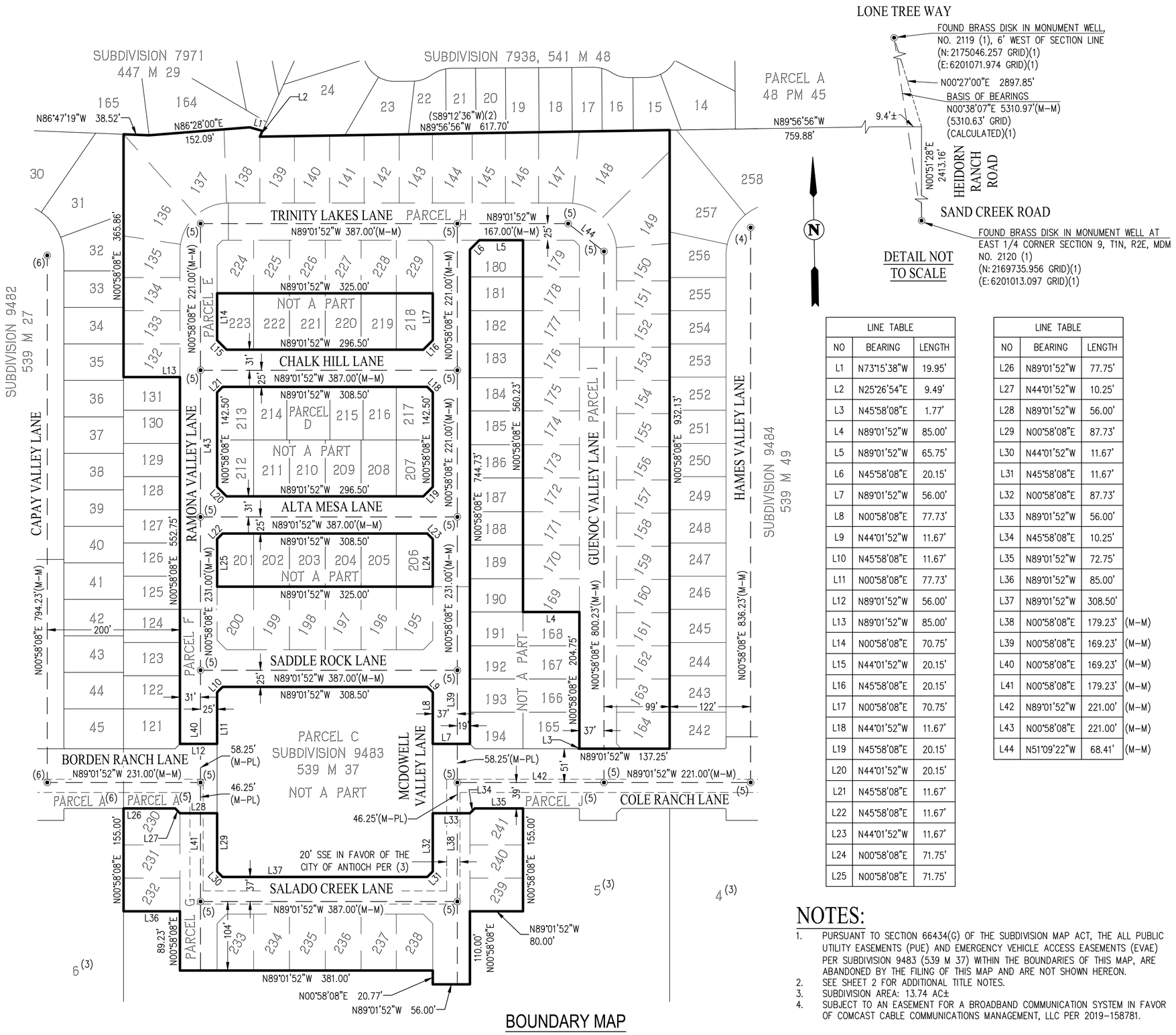
SUBDIVISION 9561
PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
OF SUBDIVISION 9483, FILED IN BOOK 539 OF MAPS, PAGE 37
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' JANUARY 2021

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE



BOUNDARY MAP

LINE TABLE		
NO	BEARING	LENGTH
L1	N73°15'38"W	19.95'
L2	N25°26'54"E	9.49'
L3	N45°58'08"E	1.77'
L4	N89°01'52"W	85.00'
L5	N89°01'52"W	65.75'
L6	N45°58'08"E	20.15'
L7	N89°01'52"W	56.00'
L8	N00°58'08"E	77.73'
L9	N44°01'52"W	11.67'
L10	N45°58'08"E	11.67'
L11	N00°58'08"E	77.73'
L12	N89°01'52"W	56.00'
L13	N89°01'52"W	85.00'
L14	N00°58'08"E	70.75'
L15	N44°01'52"W	20.15'
L16	N45°58'08"E	20.15'
L17	N00°58'08"E	70.75'
L18	N44°01'52"W	11.67'
L19	N45°58'08"E	20.15'
L20	N44°01'52"W	20.15'
L21	N45°58'08"E	11.67'
L22	N45°58'08"E	11.67'
L23	N44°01'52"W	11.67'
L24	N00°58'08"E	71.75'
L25	N00°58'08"E	71.75'

LINE TABLE			
NO	BEARING	LENGTH	
L26	N89°01'52"W	77.75'	
L27	N44°01'52"W	10.25'	
L28	N89°01'52"W	56.00'	
L29	N00°58'08"E	87.73'	
L30	N44°01'52"W	11.67'	
L31	N45°58'08"E	11.67'	
L32	N00°58'08"E	87.73'	
L33	N89°01'52"W	56.00'	
L34	N45°58'08"E	10.25'	
L35	N89°01'52"W	72.75'	
L36	N89°01'52"W	85.00'	
L37	N89°01'52"W	308.50'	
L38	N00°58'08"E	179.23'	(M-M)
L39	N00°58'08"E	169.23'	(M-M)
L40	N00°58'08"E	169.23'	(M-M)
L41	N00°58'08"E	179.23'	(M-M)
L42	N89°01'52"W	221.00'	(M-M)
L43	N00°58'08"E	221.00'	(M-M)
L44	N51°09'22"W	68.41'	(M-M)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
— — — — —	MONUMENT LINE
———	EXISTING LOT LINE
------------	TIE LINE
—— —— ——	OLD LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN

NOTES:

1. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE ALL PUBLIC UTILITY EASEMENTS (PUE) AND EMERGENCY VEHICLE ACCESS EASEMENTS (EVAE) PER SUBDIVISION 9483 (539 M 37) WITHIN THE BOUNDARIES OF THIS MAP, ARE ABANDONED BY THE FILING OF THIS MAP AND ARE NOT SHOWN HEREON.
2. SEE SHEET 2 FOR ADDITIONAL TITLE NOTES.
3. SUBDIVISION AREA: 13.74 AC±
4. SUBJECT TO AN EASEMENT FOR A BROADBAND COMMUNICATION SYSTEM IN FAVOR OF COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC PER 2019-158781.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) PARCEL MAP (48 PM 45)
(3) SUBDIVISION 9390 (538 M 15)
(4) SUBDIVISION 9484 (359 M 49)
(5) SUBDIVISION 9483 (539 M 37)
(6) SUBDIVISION 9482 (539 M 27)

PRELIMINARY

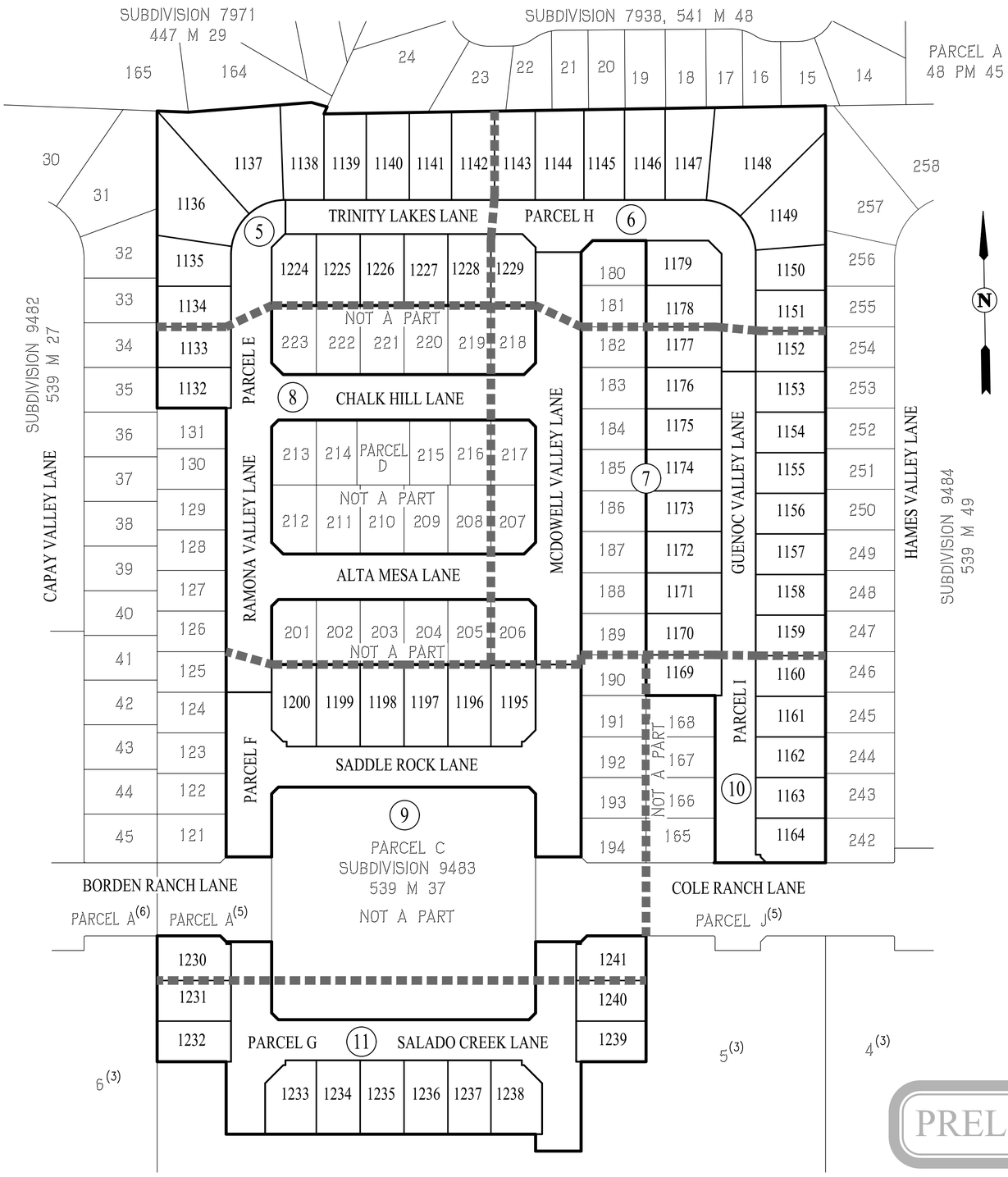
SUBDIVISION 9561
PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200,
224-241, PARCELS E, F, G, H, AND I
OF SUBDIVISION 9483, FILED IN BOOK 539 OF MAPS, PAGE 37
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' JANUARY 2021

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE



PRELIMINARY

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
— — — —	MONUMENT LINE
———	EXISTING LOT LINE
-------	TIE LINE
——— ———	OLD LOT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN
- - - - - -	SHEET LIMIT
(#)	SHEET NUMBER

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) PARCEL MAP (48 PM 45)
(3) SUBDIVISION 9390 (538 M 15)
(4) SUBDIVISION 9484 (359 M 49)
(5) SUBDIVISION 9483 (539 M 37)
(6) SUBDIVISION 9482 (539 M 27)

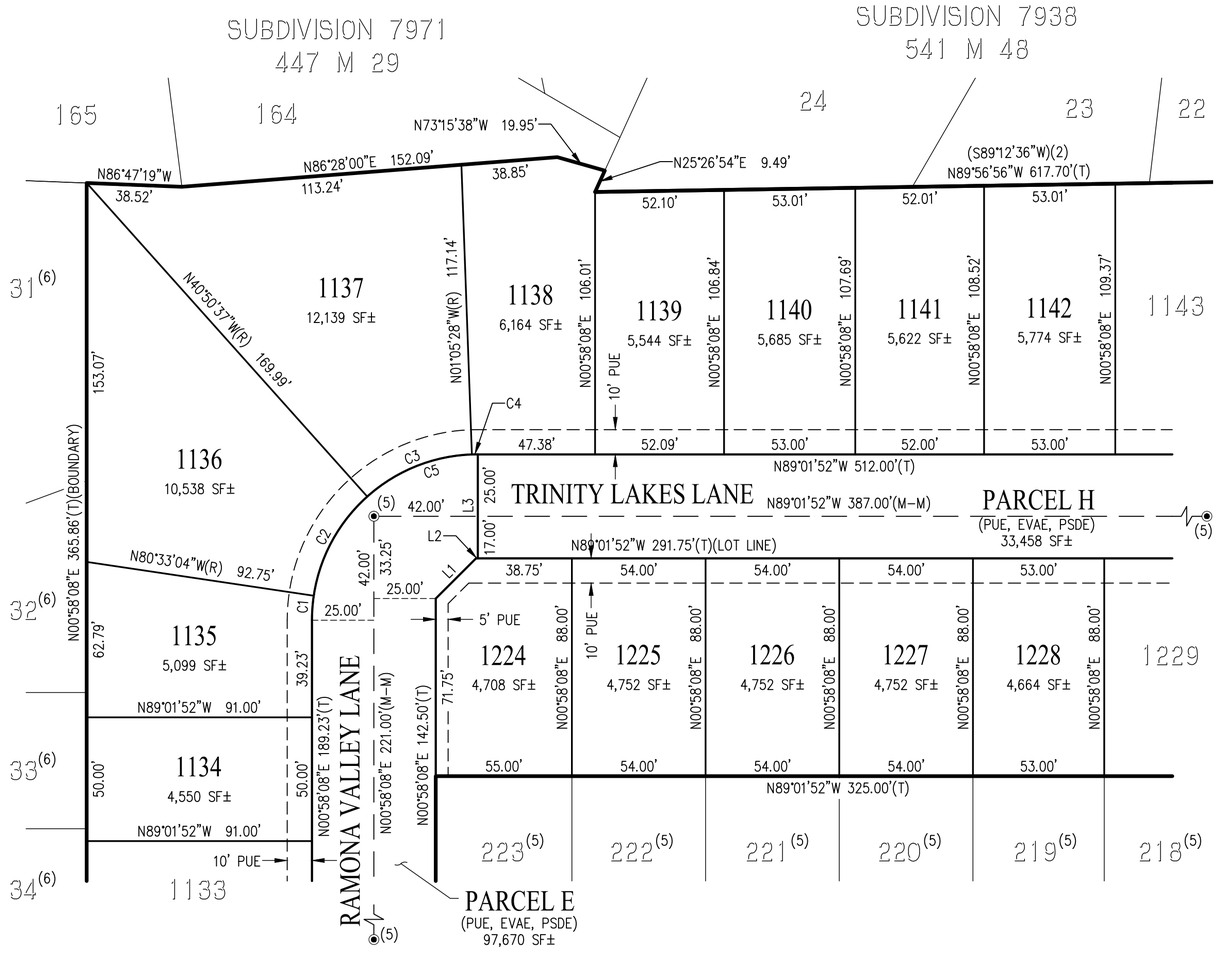
SUBDIVISION 9561
PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
OF SUBDIVISION 9483, FILED IN BOOK 539 OF MAPS, PAGE 37
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



SEE SHEET 8

SEE SHEET 6

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	67.00'	8°28'48"	9.91'
C2	67.00'	39°42'27"	46.43'
C3	67.00'	39°45'09"	46.49'
C4	67.00'	2°03'36"	2.41'
C5	67.00'	90°00'00"	105.24'

LINE TABLE		
NO	BEARING	LENGTH
L1	N45°58'08"E	22.98'
L2	N89°01'52"W	0.75'
L3	N00°58'08"E	42.00'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
— — — —	MONUMENT LINE
———	EXISTING LOT LINE
·····	TIE LINE
——— ———	OLD LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN

PRELIMINARY

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) PARCEL MAP (48 PM 45)
(3) SUBDIVISION 9390 (538 M 15)
(4) SUBDIVISION 9484 (359 M 49)
(5) SUBDIVISION 9483 (539 M 37)
(6) SUBDIVISION 9482 (539 M 27)

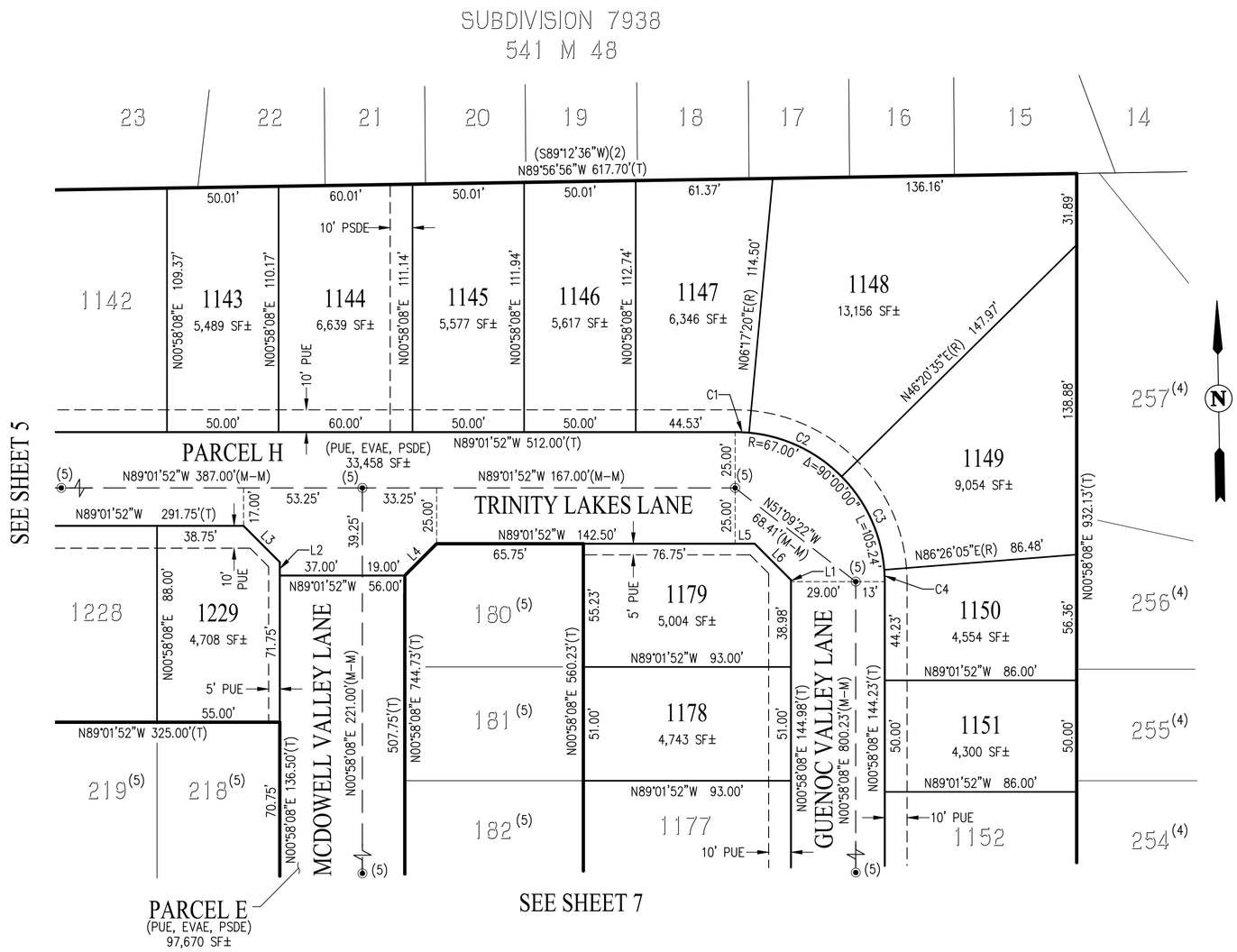
SUBDIVISION 9561
PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
OF SUBDIVISION 9483, FILED IN BOOK 539 OF MAPS, PAGE 37
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	67.00'	5°19'12"	6.22'
C2	67.00'	40°03'15"	46.84'
C3	67.00'	40°05'30"	46.88'
C4	67.00'	4°32'03"	5.30'

LINE TABLE		
NO	BEARING	LENGTH
L1	N00°58'08"E	0.75'
L2	N00°58'08"E	6.00'
L3	N44°01'52"W	22.98'
L4	N45°58'08"E	20.15'
L5	N89°01'52"W	8.75'
L6	N44°01'52"W	22.98'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
– – – – –	EASEMENT LINE
— — — — —	MONUMENT LINE
———	EXISTING LOT LINE
———	TIE LINE
———	OLD LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN

PRELIMINARY

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) PARCEL MAP (48 PM 45)
(3) SUBDIVISION 9390 (538 M 15)
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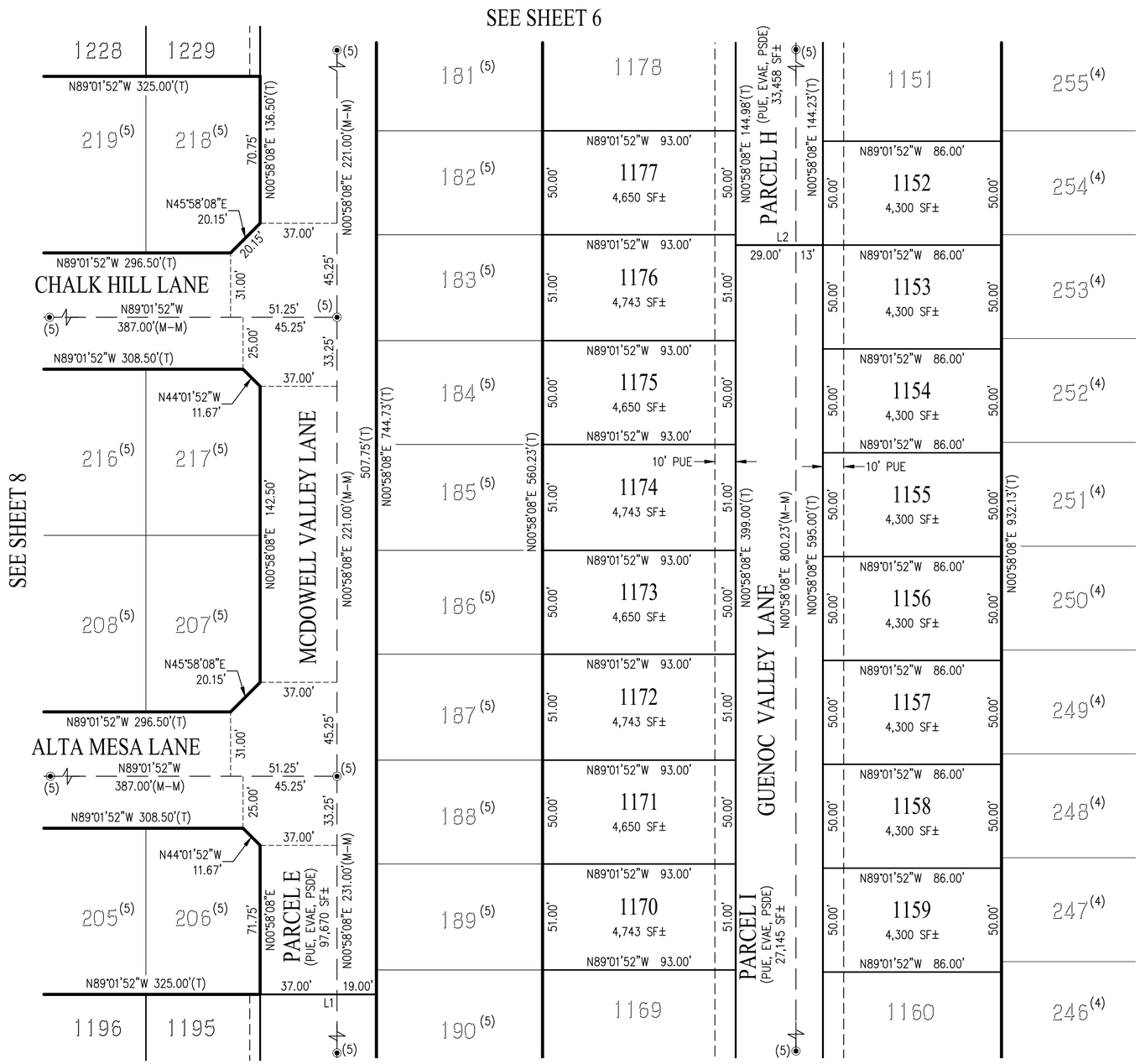

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°01'52"W	56.00'
L2	N89°01'52"W	42.00'

SUBDIVISION 9561

PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
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CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

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PRELIMINARY



SUBDIVISION 9561

PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
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Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' JANUARY 2021

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LINE TABLE		
NO	BEARING	LENGTH
L1	N89°01'52"W	6.00'

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
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— — — —	MONUMENT LINE
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PRELIMINARY

SUBDIVISION 9561
PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
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CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
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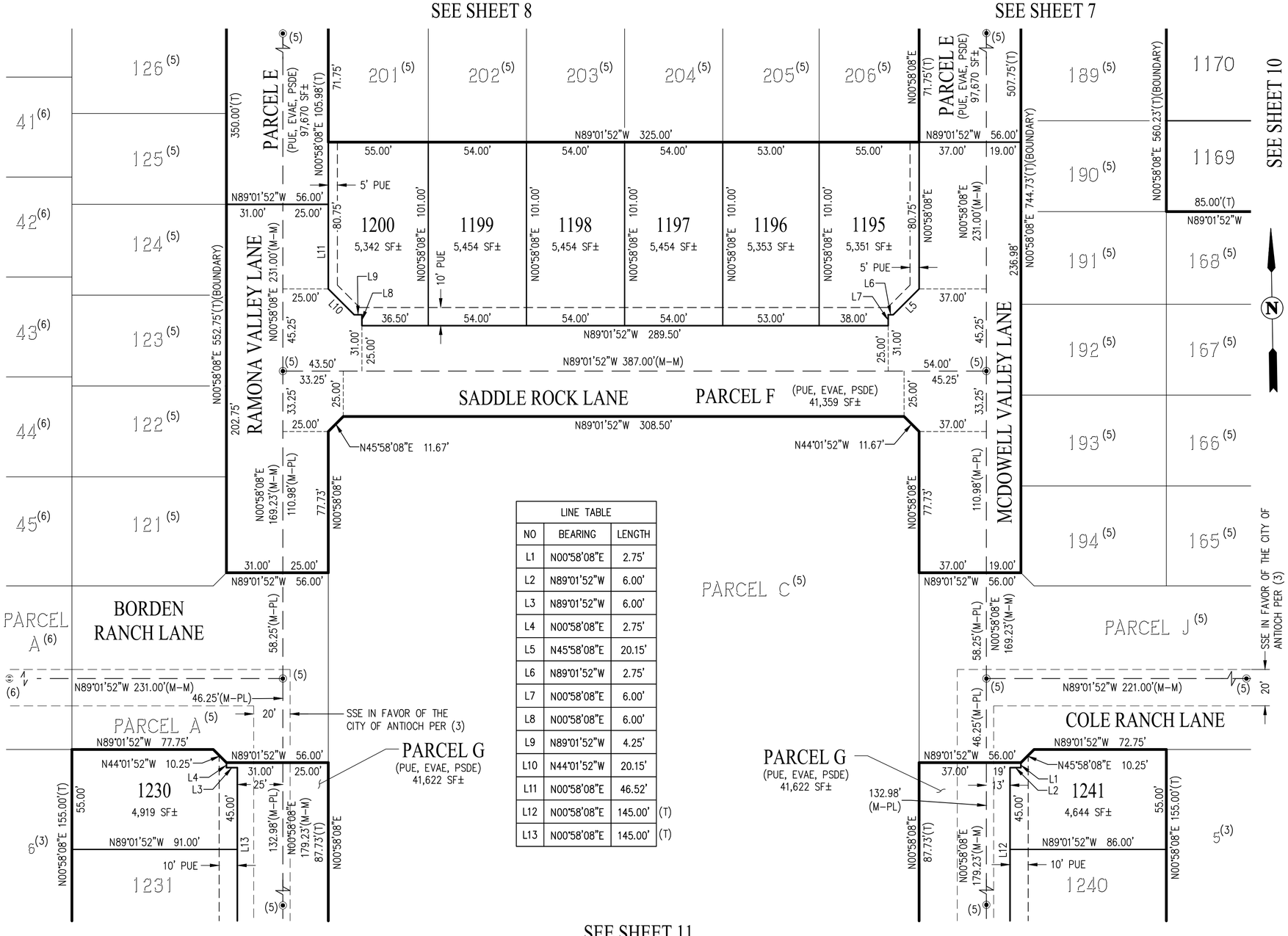
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



LINE TABLE			
NO	BEARING	LENGTH	
L1	N00°58'08"E	2.75'	
L2	N89°01'52"W	6.00'	
L3	N89°01'52"W	6.00'	
L4	N00°58'08"E	2.75'	
L5	N45°58'08"E	20.15'	
L6	N89°01'52"W	2.75'	
L7	N00°58'08"E	6.00'	
L8	N00°58'08"E	6.00'	
L9	N89°01'52"W	4.25'	
L10	N44°01'52"W	20.15'	
L11	N00°58'08"E	46.52'	
L12	N00°58'08"E	145.00'	(T)
L13	N00°58'08"E	145.00'	(T)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

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◉	FOUND STANDARD STREET MONUMENT
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PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
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REFERENCES:

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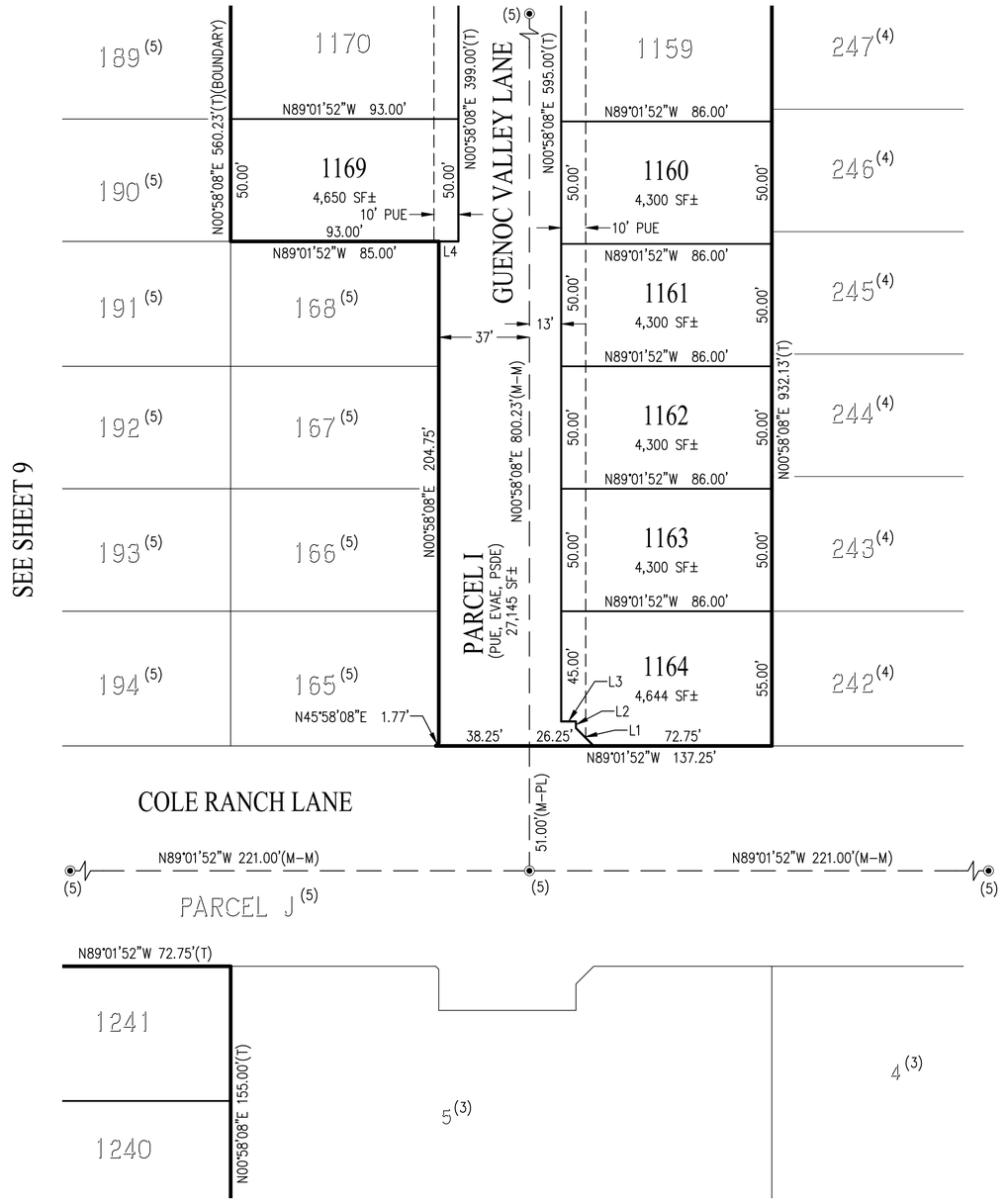
PRELIMINARY



LINE TABLE		
NO	BEARING	LENGTH
L1	N44°01'52"W	10.25'
L2	N00°58'08"E	2.75'
L3	N89°01'52"W	6.00'
L4	N89°01'52"W	8.00'

SUBDIVISION 9561

PROMENADE, PHASE 2A
VINEYARDS AT SAND CREEK

CONSISTING OF 11 SHEETS
BEING A RESUBDIVISION OF LOTS 132-164, 169-179, 195-200, 224-241, PARCELS E, F, G, H, AND I
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CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
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SUBDIVISION 9561

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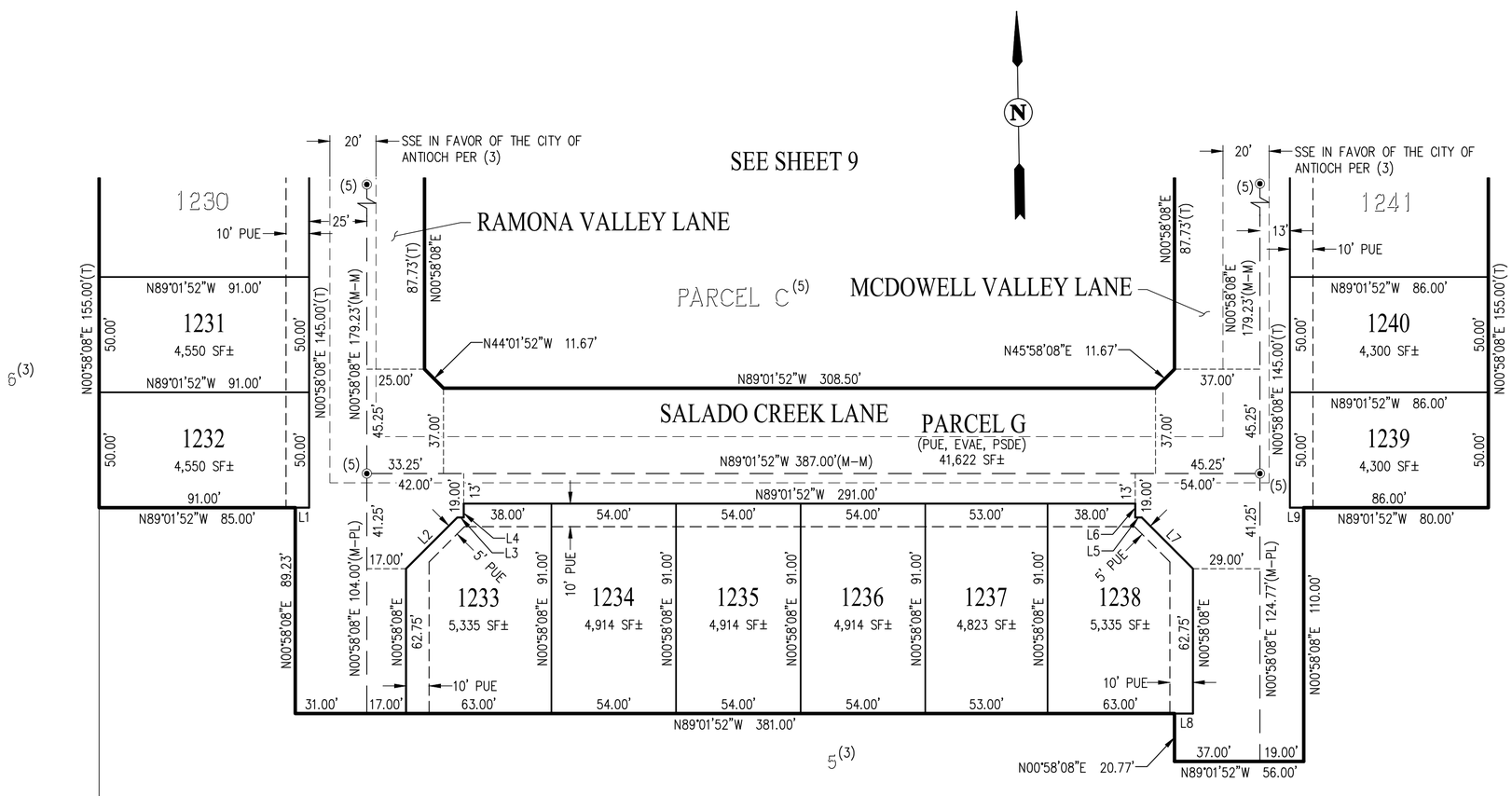

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°01'52"W	6.00'
L2	N45°58'08"E	31.47'
L3	N89°01'52"W	2.75'
L4	N00°58'08"E	6.00'
L5	N89°01'52"W	2.75'
L6	N00°58'08"E	6.00'
L7	N44°01'52"W	31.47'
L8	N89°01'52"W	8.00'
L9	N89°01'52"W	6.00'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	EXISTING LOT LINE
	TIE LINE
	OLD LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
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PRELIMINARY

SUBDIVISION 9562
PROMENADE, PHASE 3A
VINEYARDS AT SAND CREEK

CONSISTING OF 8 SHEETS
BEING A RESUBDIVISION OF LOTS 1, 4-21, 90-106, 109-120,
AND PARCELS C AND D, OF SUBDIVISION 9482,
FILED IN BOOK 539 OF MAPS, PAGE 27
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

JANUARY 2021

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES.

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON AND ACROSS SAID AREAS.

WE HEREBY DECLARE THAT PARCELS C AND D, WHICH ARE COMPRISED OF ALEXANDER VALLEY LANE, HOWELL MOUNTAIN LANE, AND POTTER VALLEY LANE, ARE RESERVED FOR PRIVATE STREET PURPOSES AND SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY DECLARE EASEMENTS FOR PRIVATE STORM DRAIN PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) FOR THE RIGHTS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES. MAINTENANCE OF SAID AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY ABANDON THE EASEMENTS FOR PRIVATE STORM DRAIN PURPOSES AS SHOWN ON THE FINAL MAP FOR SUBDIVISION 9482, RECORDED OCTOBER 17, 2018, IN BOOK 539 OF MAP AND PAGES 27–36 LYING WITHIN THE BOUNDS OF THE MAP HEREIN.

THE REAL PROPERTY DESCRIBED HEREIN IS ALSO SUBJECT TO THE CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) THAT GOVERN THIS SUBDIVISION AND ANY AMENDMENTS THERETO APPROVED IN ACCORDANCE WITH THEIR TERMS.

OWNER:

ARROYO CAP VI, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAP I, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: ARROYO CAPITAL, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: _____
NAME: JEFFREY BROUELETTE
TITLE: EXECUTIVE VICE PRESIDENT

PRELIMINARY

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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SIGNATURE: _____

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PRINCIPAL COUNTY OF BUSINESS: _____

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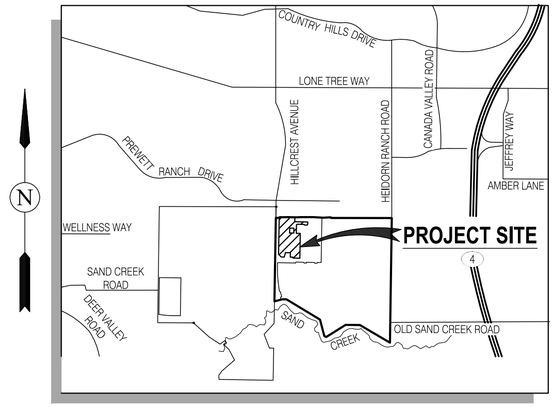


VICINITY MAP
NOT TO SCALE

RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9562, PROMENADE PHASE 3A, VINEYARDS AT SAND CREEK", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED _____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT_____M., ON THE _____DAY OF_____, 2021, IN BOOK_____ OF MAPS, AT PAGE_____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

DEBORAH COOPER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9562
PROMENADE, PHASE 3A
VINEYARDS AT SAND CREEK

CONSISTING OF 8 SHEETS
BEING A RESUBDIVISION OF LOTS 1, 4-21, 90-106, 109-120,
AND PARCELS C AND D, OF SUBDIVISION 9482,
FILED IN BOOK 539 OF MAPS, PAGE 27
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

JANUARY 2021

TRUSTEE'S STATEMENT

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED ON SEPTEMBER 5, 2018, DOCUMENT NUMBER 2018-0142238 OF OFFICIAL RECORDS, CONTRA COSTA COUNTY, CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____

TITLE: _____

DATE: _____

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARROYO CAP VI, LLC IN DECEMBER 2020. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2023; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

_____
MARK H. WEHBER, P.L.S.
L.S. NO. 7960

PRELIMINARY

SOILS REPORT

A SOILS REPORT WAS PREPARED BY ENGEO, INC , DATED DECEMBER 26, 2017, PROJECT NO. 4894.001.00, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CONSUTANT'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SUBDIVISION 9562, PROMENADE PHASE 3A, VINEYARDS AT SAND CREEK" AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66450 OF THE SUBDIVISION MAP ACT.

_____
JON G. CRAWFORD
RCE 32935, EXP. 6-30-22
ON BEHALF OF THE CITY ENGINEER

_____
DATE

TITLE NOTE

THE FOLLOWING ITEMS APPEARED ON THE TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NUMBER 0192-6469538 AND ARE NOT SHOWN HEREON:

1. RIGHTS OF INGRESS AND EGRESS AT ALL TIMES FOR PURPOSES OF MINING, DRILLING, EXPLORING, OPERATING AND DEVELOPING SAID LANDS FOR OIL, GAS AND OTHER MINERALS, AND STORING, HANDLING, TRANSPORTING AND MARKETING THE SAME THEREFROM GRANTED TO VARIOUS INDIVIDUALS. RECORDED DECEMBER 24, 1964 IN BOOK 4770 AT PAGES 803, 806, 809, 812, 827, 830, AND 833 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED DECEMBER 13, 2016, AS INSTRUMENT NO. 2016-0270024 OF OFFICIAL RECORDS AND THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT" RECORDED JULY 23, 2018, AS INSTRUMENT NO. 2018-0116531 OF OFFICIAL RECORDS.

3. AN OPTION IN FAVOR OF BMCH CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY AS CONTAINED IN OR DISCLOSED BY A DOCUMENT RECORDED JULY 23, 2018 AS INSTRUMENT NO. 2018-0116532 OF OFFICIAL RECORDS. AMENDED OR MODIFIED BY THE FOLLOWING DOCUMENTS: DOCUMENTS RECORDED SEPTEMBER 5, 2018 AS INSTRUMENT NOS. 2018-142239 AND 2018-0142240 OF OFFICIAL RECORDS.

4. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBDIVISION IMPROVEMENT AGREEMENT" RECORDED OCTOBER 25, 2018, AS INSTRUMENT NO. 2018-0168914 OF OFFICIAL RECORDS.

5. THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "MASTER DECLARATION FOR BINDING DISPUTE RESOLUTION & TITLE 7 FOR CIELO – BMCH CALIFORNIA, LLC" RECORDED AUGUST 1, 2019, AS INSTRUMENT NO. 2019-0120842 OF OFFICIAL RECORDS.

6. THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIELO" RECORDED APRIL 14, 2020, AS INSTRUMENT NO. 2020-070200 OF OFFICIAL RECORDS. AMENDED BY DOCUMENT RECORDED SEPTEMBER 1, 2020 AS INSTRUMENT NO. 2020-190477 OF OFFICIAL RECORDS.

7. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CIELO ROAD EASEMENT AND MAINTENANCE AGREEMENT" RECORDED APRIL 14, 2020, AS INSTRUMENT NO. 2020-070841 OF OFFICIAL RECORDS.

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF "SUBDIVISION 9562, PROMENADE PHASE 3A, VINEYARDS AT SAND CREEK" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF ANTIOCH, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
JOHN D. SAMUELSON
CITY ENGINEER
R.C.E. 67734

_____
DATE

CITY CLERK'S STATEMENT

I, THE UNDERSIGNED, ELIZABETH HOUSEHOLDER, CITY CLERK OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF 8 SHEETS AND ENTITLED "SUBDIVISION 9562, PROMENADE PHASE 3A, VINEYARDS AT SAND CREEK", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, AS PROVIDED BY LAW, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2021 AND THAT SAID COUNCIL APPROVED SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL LANDS DESIGNATED ON SAID MAP AS: PUBLIC UTILITY EASEMENT "PUE" AND EMERGENCY VEHICLE ACCESS EASEMENT "EVAE".

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENT WITHIN THE BOUNDARIES OF THIS MAP, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND IS NOT SHOWN HEREON:

1. PUBLIC UTILITY EASEMENT (PUE) AS SHOWN ON THE MAP OF SUBDIVISION 9482 (539 M 27).
2. EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) AS SHOWN ON THE MAP OF SUBDIVISION 9482 (539 M 27).

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH AND ARE FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ___ DAY OF _____ 2021.

_____
ELIZABETH HOUSEHOLDER
CITY CLERK, CITY OF ANTIOCH, CALIFORNIA

_____
DATE

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I STATE AS CHECKED BELOW, THAT

____ A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

____ ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

_____
BY: DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR, COUNTY OF CONTRA COSTA, CALIFORNIA

BY: _____
DEPUTY CLERK

SUBDIVISION 9562
PROMENADE, PHASE 3A
VINEYARDS AT SAND CREEK

CONSISTING OF 8 SHEETS
BEING A RESUBDIVISION OF LOTS 1, 4-21, 90-106, 109-120,
AND PARCELS C AND D, OF SUBDIVISION 9482,
FILED IN BOOK 539 OF MAPS, PAGE 27
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

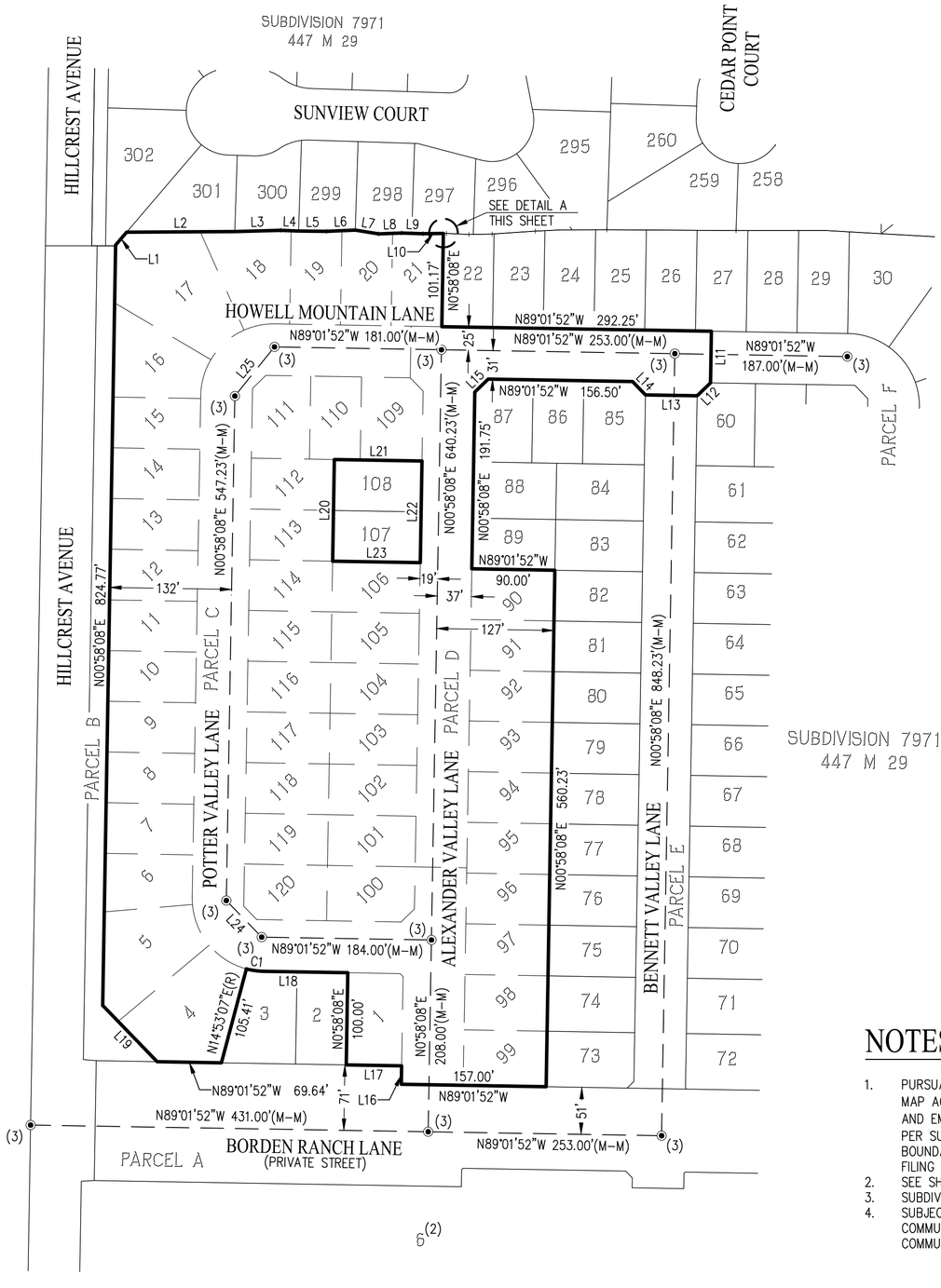
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' JANUARY 2021

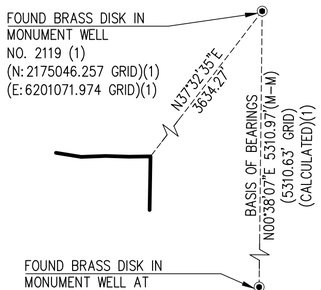
100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

LINE TABLE		
NO	BEARING	LENGTH
L1	N40°30'51"E	18.34'
L2	N89°40'37"E	117.28'
L3	N88°26'03"E	49.59'
L4	N87°53'01"W	19.60'
L5	N89°22'32"W	30.31'
L6	N87°39'29"E	31.14'
L7	N80°56'53"W	25.71'
L8	N87°48'31"E	24.81'
L9	N88°07'52"W	23.33'
L10	N89°13'37"E	21.99'
L11	N00°58'08"E	56.00'
L12	N45°58'08"E	20.15'
L13	N89°01'52"W	56.00'
L14	N44°01'52"W	20.15'
L15	N45°58'08"E	20.15'
L16	N00°58'08"E	20.00'
L17	N89°01'52"W	60.00'
L18	N89°01'52"W	91.00'
L19	N44°01'52"W	84.86'
L20	N00°58'08"E	110.23'
L21	N89°01'52"W	95.00'
L22	N00°58'08"E	110.23'
L23	N89°01'52"W	95.00'
L24	N44°01'52"W	55.15' (M-M)
L25	N38°50'38"E	68.41' (M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	79.00'	13°54'59"	19.19'



BOUNDARY MAP



DETAIL A
NOT TO SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
— — — —	MONUMENT LINE
———	EXISTING LOT LINE
----------	TIE LINE
—— —— ——	OLD LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN

NOTES:

1. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE ALL PUBLIC UTILITY EASEMENTS (PUE) AND EMERGENCY VEHICLE ACCESS EASEMENTS (EVAE) PER SUBDIVISION 9482 (539 M 27) WITHIN THE BOUNDARIES OF THIS MAP, ARE ABANDONED BY THE FILING OF THIS MAP AND ARE NOT SHOWN HEREON.
2. SEE SHEET 2 FOR ADDITIONAL TITLE NOTES.
3. SUBDIVISION AREA: 9.01 AC±
4. SUBJECT TO AN EASEMENT FOR A BROADBAND COMMUNICATION SYSTEM IN FAVOR OF COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC PER 2019-158781.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) SUBDIVISION 9390 (538 M 15)
(3) SUBDIVISION 9482 (539 M 27)

PRELIMINARY

SUBDIVISION 9562
PROMENADE, PHASE 3A
VINEYARDS AT SAND CREEK

CONSISTING OF 8 SHEETS
BEING A RESUBDIVISION OF LOTS 1, 4-21, 90-106, 109-120,
AND PARCELS C AND D, OF SUBDIVISION 9482,
FILED IN BOOK 539 OF MAPS, PAGE 27
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' JANUARY 2021

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE



INDEX MAP

BASIS OF BEARINGS:

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PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN
▪▪▪▪▪▪	SHEET LIMIT
(#)	SHEET NUMBER

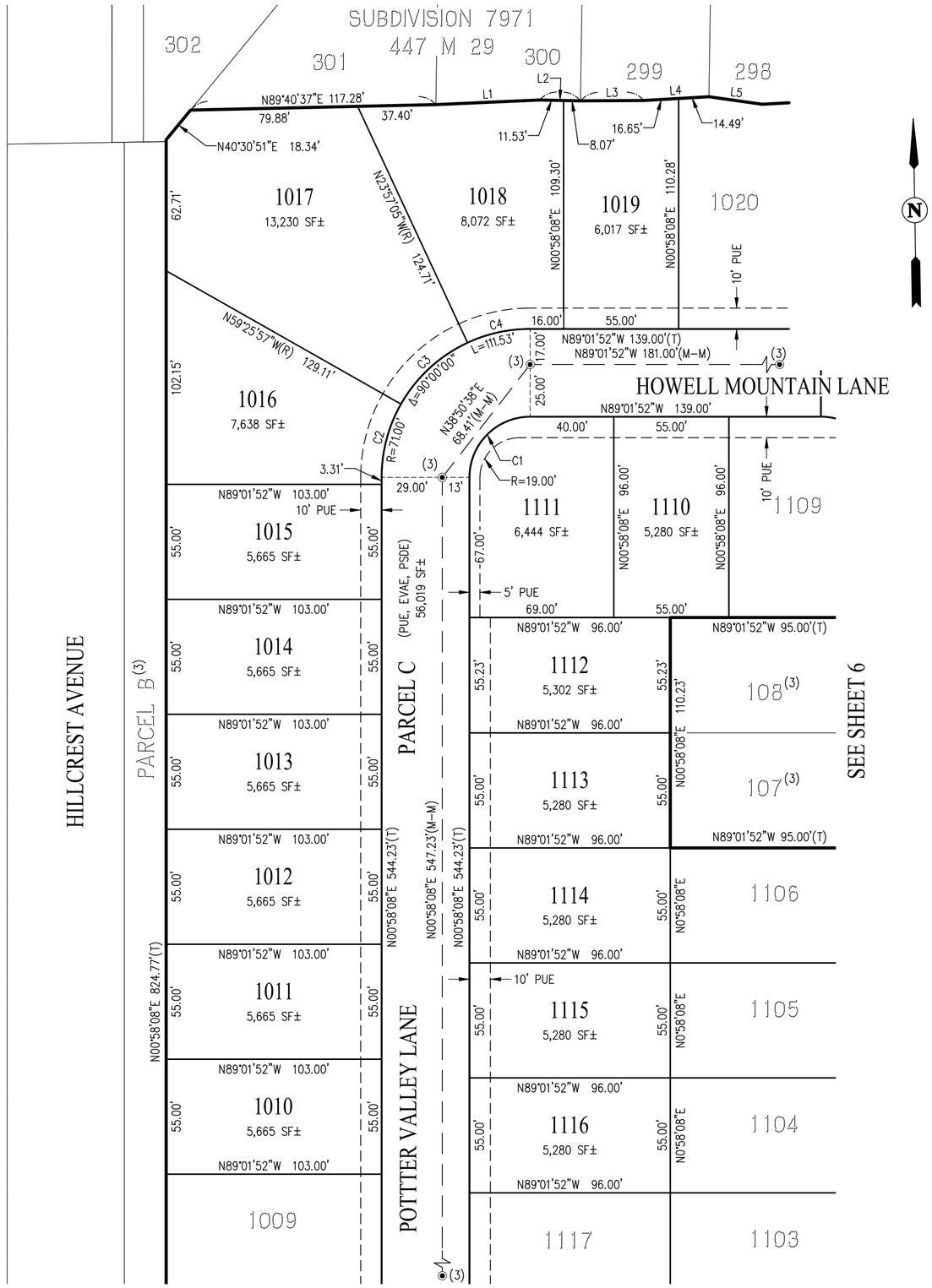
REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) SUBDIVISION 9390 (538 M 15)
(3) SUBDIVISION 9482 (539 M 27)

PRELIMINARY

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.00'	90°00'00"	45.55'
C2	71.00'	29°35'55"	36.68'
C3	71.00'	35°28'52"	43.97'
C4	71.00'	24°55'13"	30.88'

LINE TABLE		
NO	BEARING	LENGTH
L1	N88°26'03"E	49.59'
L2	N87°53'01"W	19.60'
L3	N89°22'32"W	30.31'
L4	N87°39'29"E	31.14'
L5	N80°56'53"W	25.71'



SUBDIVISION 9562
PROMENADE, PHASE 3A
VINEYARDS AT SAND CREEK

CONSISTING OF 8 SHEETS
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Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

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(M-M)	MONUMENT TO MONUMENT
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◉	FOUND STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
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PRELIMINARY

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SUBDIVISION 9562
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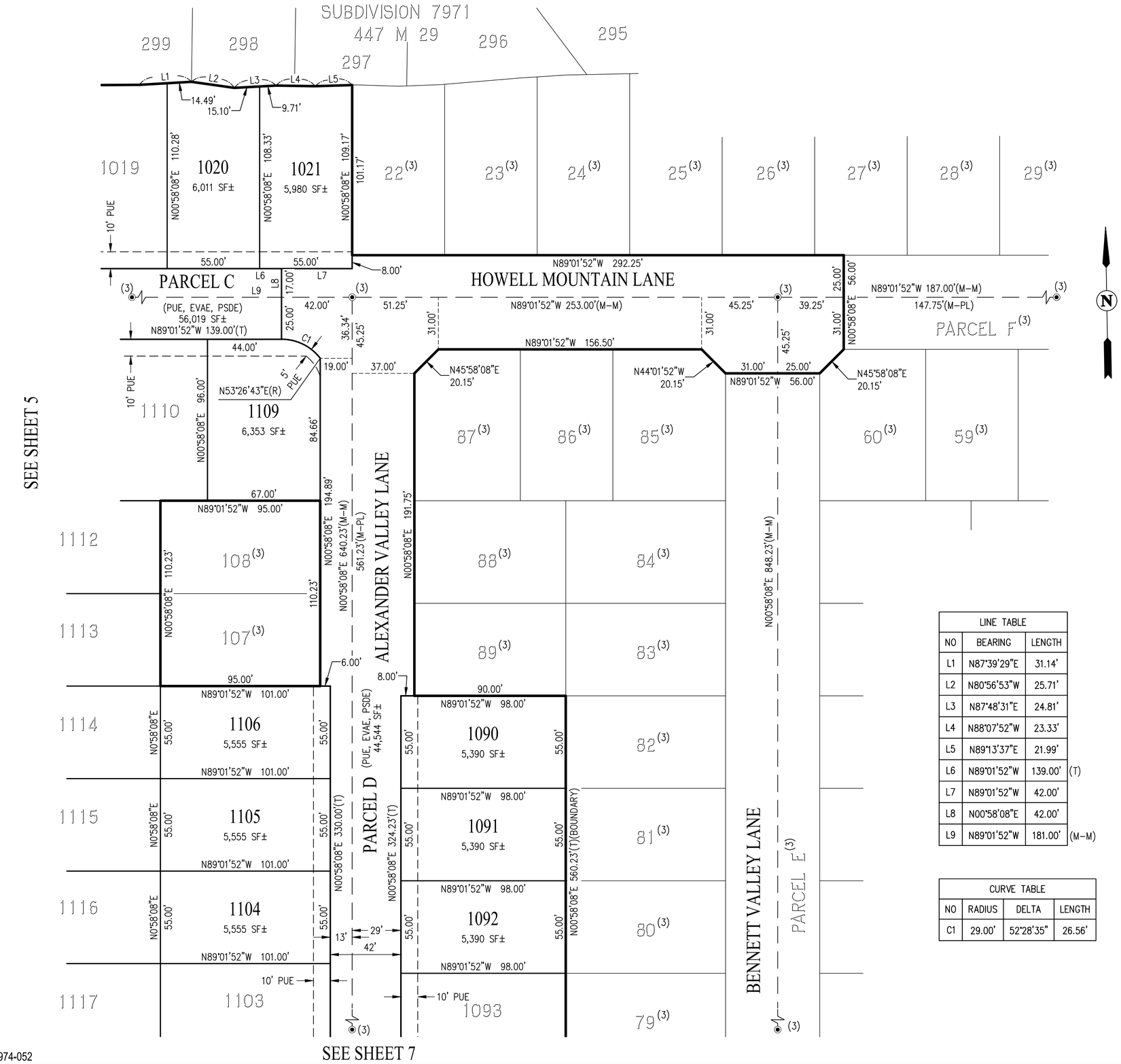

SEE SHEET 5

SEE SHEET 7

BASIS OF BEARINGS:

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PUE	PUBLIC UTILITY EASEMENT
MDM	MOUNT DIABLO BASE AND MERIDIAN

PRELIMINARY

LINE TABLE			
NO	BEARING	LENGTH	
L1	N87°39'29"E	31.14'	
L2	N80°56'53"W	25.71'	
L3	N87°48'31"E	24.81'	
L4	N88°07'52"W	23.33'	
L5	N89°13'37"E	21.99'	
L6	N89°01'52"W	139.00'	(T)
L7	N89°01'52"W	42.00'	
L8	N00°58'08"E	42.00'	
L9	N89°01'52"W	181.00'	(M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.00'	52°28'35"	26.56'

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) SUBDIVISION 9390 (538 M 15)
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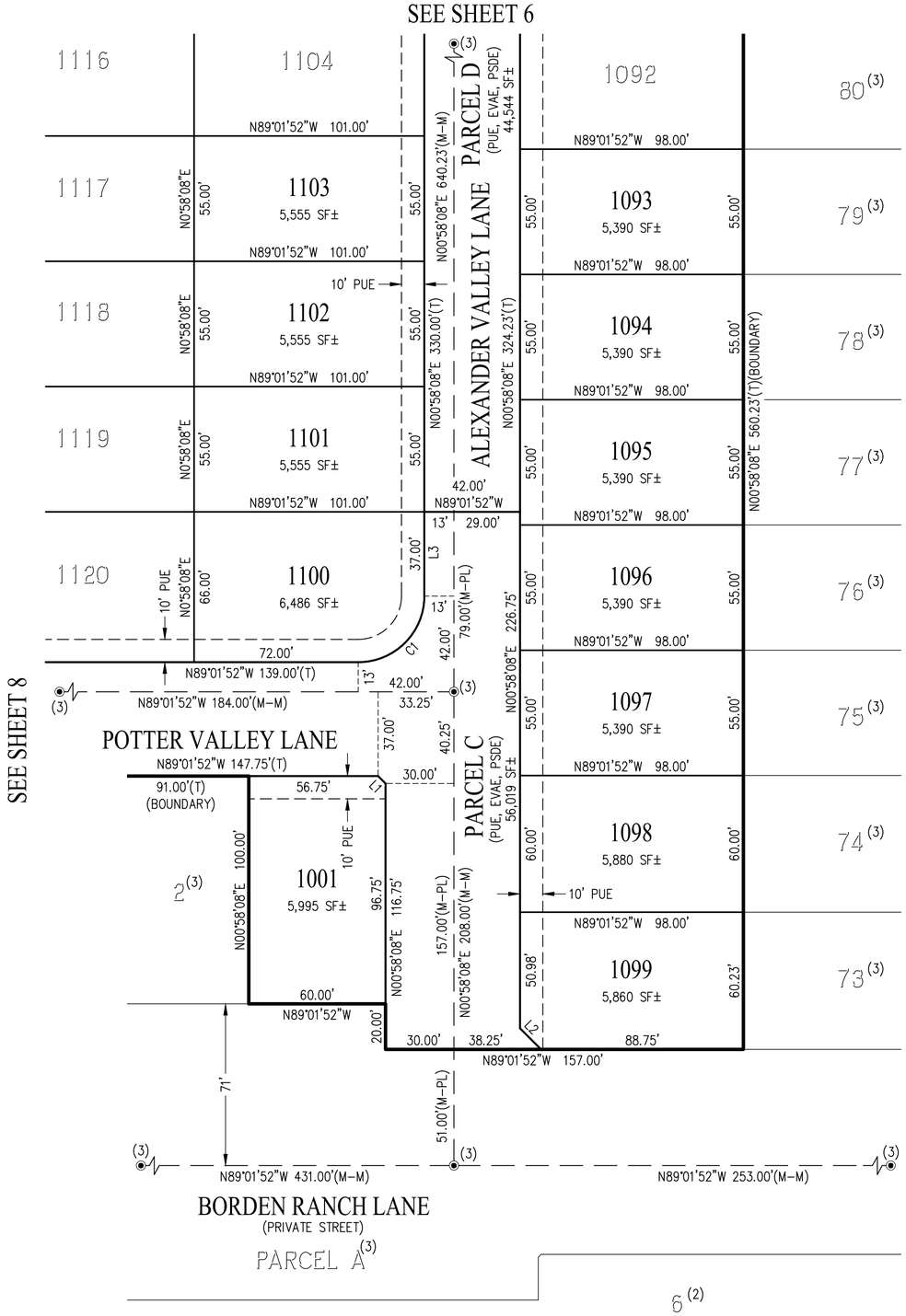

LINE TABLE		
NO	BEARING	LENGTH
L1	N44°01'52"W	4.60'
L2	N44°01'52"W	13.08'
L3	N00°58'08"E	37.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.00'	90°00'00"	45.55'

SUBDIVISION 9562
PROMENADE, PHASE 3A
VINEYARDS AT SAND CREEK

CONSISTING OF 8 SHEETS
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Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

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———	RIGHT OF WAY LINE
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- - - - -	EASEMENT LINE
— — — — —	MONUMENT LINE
———	EXISTING LOT LINE
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——— ——— ———	OLD LOT LINE
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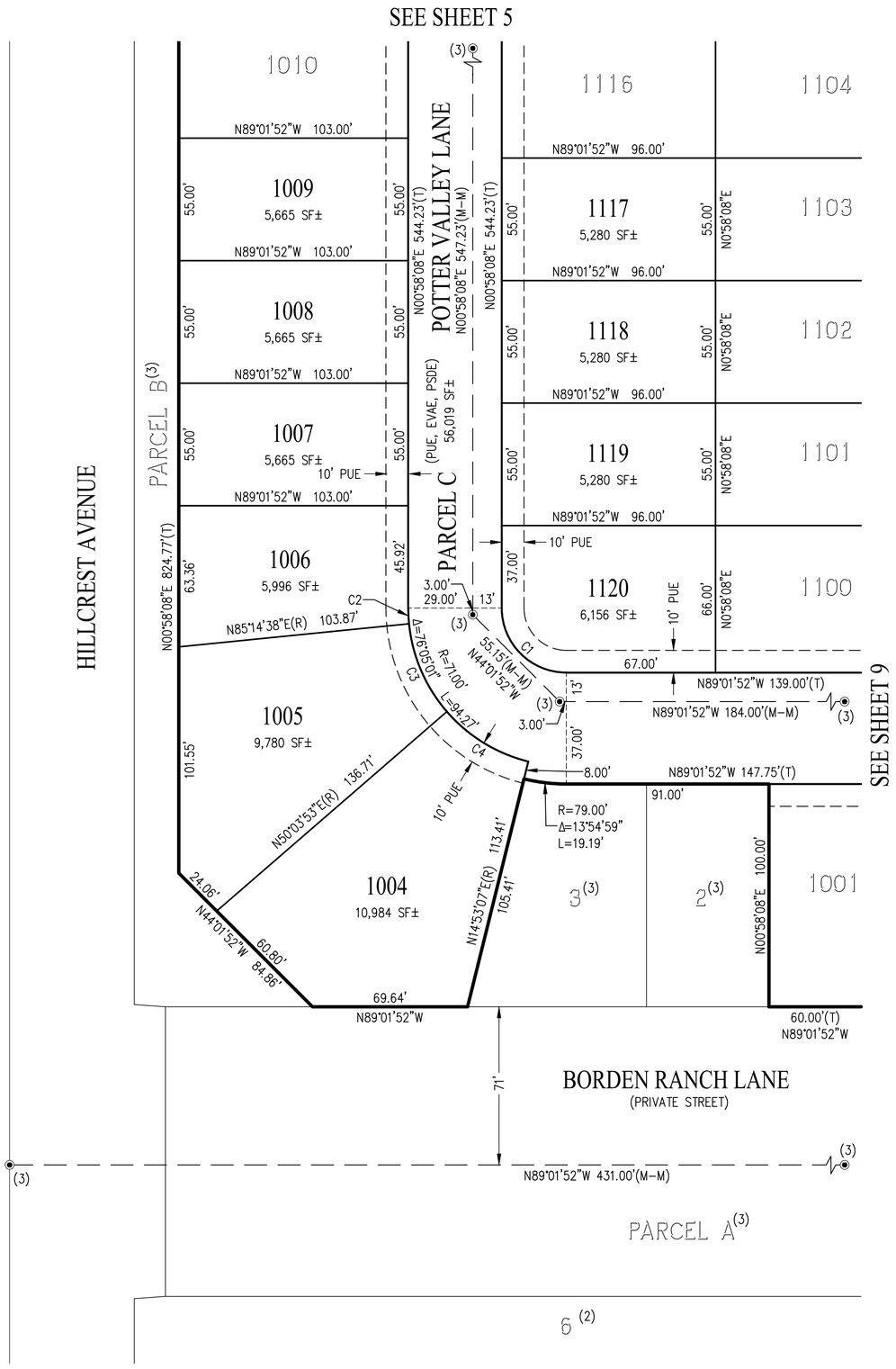

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.00'	90°00'00"	45.55'
C2	71.00'	5°43'30"	7.09'
C3	71.00'	35°10'45"	43.59'
C4	71.00'	35°10'46"	43.59'

SUBDIVISION 9562

PROMENADE, PHASE 3A
VINEYARDS AT SAND CREEK

CONSISTING OF 8 SHEETS
BEING A RESUBDIVISION OF LOTS 1, 4-21, 90-106, 109-120,
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SAN RAMON, CALIFORNIA

SCALE: 1" = JANUARY 2021

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LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
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— — — —	MONUMENT LINE
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(3) SUBDIVISION 9482 (539 M 27)

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Junior Engineer

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

SUBJECT: Resolution Approving the Final Map and Subdivision Improvement Agreement for Aviano Phase 3 Subdivision 9489 (P.W. 676-3)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to approve the Final Map and Subdivision Improvement Agreement for Aviano Phase 3 Subdivision 9489 (P.W. 676-3).

FISCAL IMPACT

There is no projected financial impact. The developer has paid all required fees and is responsible for all costs of construction and maintenance until the City Council accepts the improvements.

DISCUSSION

On September 8, 2015, the City Council adopted Resolution No. 2015/68 approving a vesting tentative map and final development plan to subdivide an approximately 184-acre parcel into a development of 533 single-family homes for the Aviano Subdivision project. The third phase of the project, referred as, Aviano Phase 3, includes 179 single-family homes.

The project is located on the easterly side of the Sand Creek Focus Area, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School, Assessor's Parcel Number (APN) 057-030-024, 057-030-026 (Vicinity Map, Attachment "B"). The subject final map (Attachment "C") is in substantial conformance with the Aviano Subdivision project's vesting tentative map and is consistent with the City of Antioch General Plan.

ATTACHMENTS

A. Resolution
B. Vicinity Map
C. Final Map

O
Agenda Item #

* * * * * * * *

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 23rd day of March 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

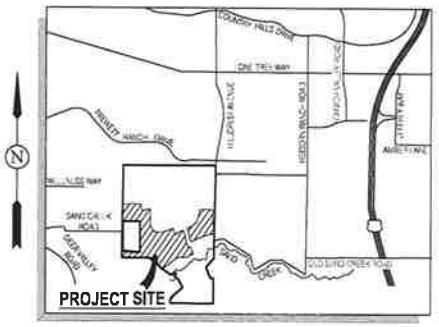
ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

SUBDIVISION 9489
AVIANO PHASE 3

CONSISTING OF 17 SHEETS
BEING A SUBDIVISION OF PARCEL D1 OF SUBDIVISION 9449, BOOK 544 OF MAPS, PAGES 21-36, AND PARCEL F OF SUBDIVISION 9249, BOOK 542 OF MAPS, PAGES 34-48
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

JANUARY 2021



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

WE HEREBY DEDICATE IN FEE TO THE CITY OF ANTIOCH FOR PUBLIC USE THE PORTIONS DESIGNATED AS CLAUZETTO WAY, DOGNA WAY, DOZIER–LIBBEY ROAD, FRISANCO WAY, NIMIS WAY, NUOVO WAY, OVARO WAY, PINZANO WAY, SAND CREEK ROAD, SOPRA STREET, AND TRIMONTI CIRCLE.

WE ALSO HEREBY DEDICATE IN FEE TO THE CITY OF ANTIOCH PARCEL P FOR LANDSCAPING PURPOSES.

WE ALSO HEREBY DEDICATE IN FEE TO THE CITY OF ANTIOCH PARCEL Q FOR LANDSCAPING AND DETENTION BASIN PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE ALSO HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR PUBLIC UTILITY PURPOSES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO STORM DRAINS, SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES.

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PAE" (PEDESTRIAN ACCESS EASEMENT) FOR THE PURPOSE OF PEDESTRIAN INGRESS OVER, UPON AND ACROSS SAID AREA.

WE ALSO HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR STORM DRAINAGE PURPOSES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "SDE" (STORM DRAINAGE EASEMENT) SAID EASEMENTS TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

WE ALSO HEREBY DECLARE THAT PARCELS R, S, T, U, V, AND W ARE RESERVED FOR LANDSCAPING PURPOSES AND SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF SUBDIVISION 9489 AVIANO PHASE 3.

WE ALSO HEREBY DECLARE THAT PARCEL W IS RESERVED FOR DETENTION BASIN AND DRAINAGE.

WE ALSO HEREBY DECLARE EASEMENTS FOR PRIVATE LANDSCAPE PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PLE" (PRIVATE LANDSCAPE EASEMENT). THE MAINTENANCE OF PRIVATE LANDSCAPE EASEMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF SUBDIVISION 9489 AVIANO PHASE 3.

THE REAL PROPERTY DESCRIBED HEREIN IS ALSO SUBJECT TO THE CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) THAT GOVERN THIS SUBDIVISION AND ANY AMENDMENTS THERETO APPROVED IN ACCORDANCE WITH THEIR TERMS.

AS OWNER: CIVIC AVIANO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9489 AVIANO PHASE 3", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED _____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

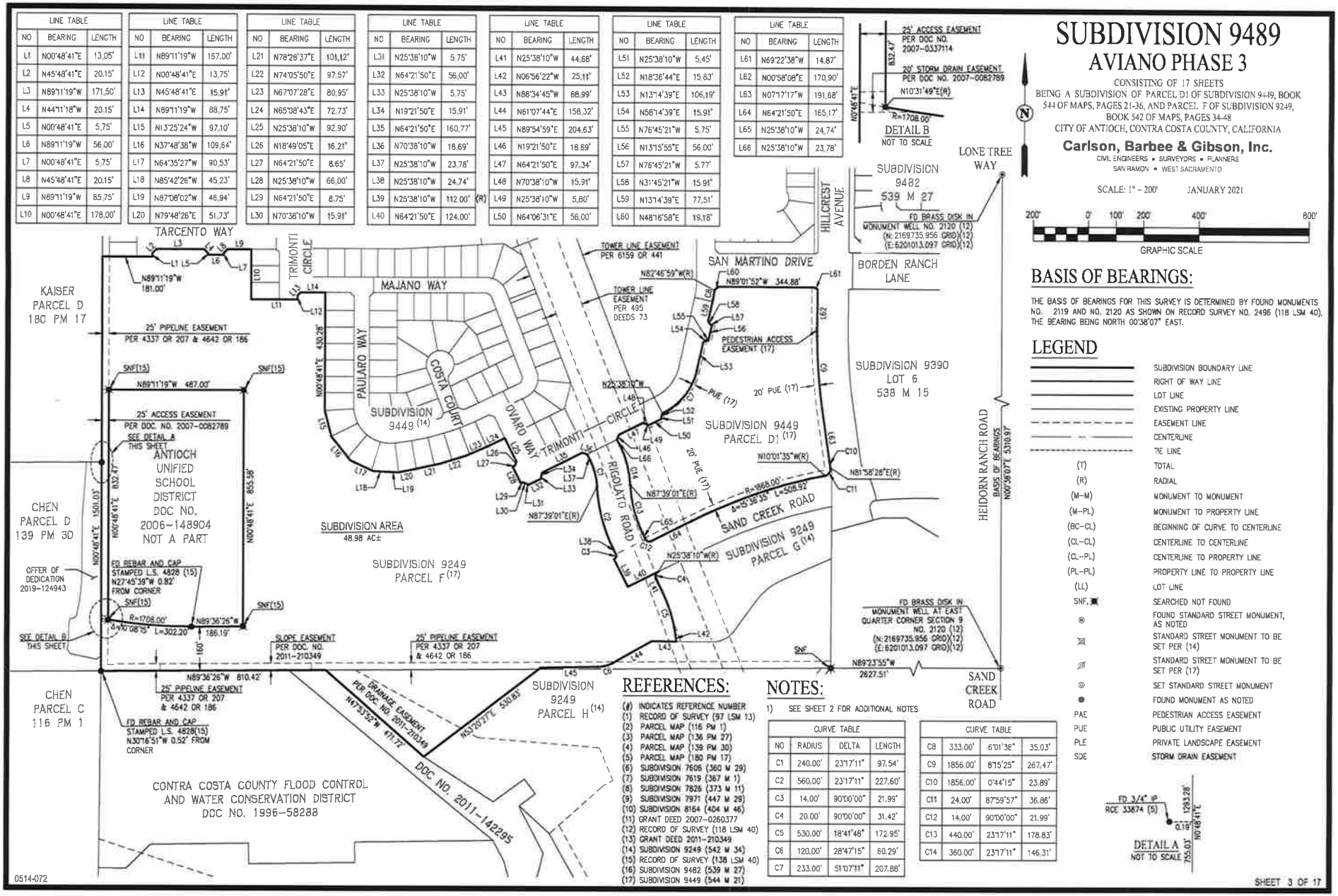
RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT_____M., ON THE_____ DAY OF_____, 20_____, IN BOOK_____ OF MAPS, AT PAGE_____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

_____
DEBORAH COOPER
ACTING COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

0514-072

DRAFT 2021-01-21


SUBDIVISION 9489
AVIANO PHASE 3
CONSISTING OF 17 SHEETS
BEING A SUBDIVISION OF PARCEL D1 OF SUBDIVISION 9449, BOOK 544 OF MAPS, PAGES 21-36, AND PARCEL F OF SUBDIVISION 9249, BOOK 542 OF MAPS, PAGES 34-48
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO
SCALE: 1" = 200' JANUARY 2021
GRAPHIC SCALE
BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST.
LEGEND
SUBDIVISION BOUNDARY LINE
RIGHT OF WAY LINE
LOT LINE
EXISTING PROPERTY LINE
EASEMENT LINE
CENTERLINE
TIE LINE
(T) TOTAL
(R) RADIAL
(M-M) MONUMENT TO MONUMENT
(M-PL) MONUMENT TO PROPERTY LINE
(BC-CL) BEGINNING OF CURVE TO CENTERLINE
(CL-CL) CENTERLINE TO CENTERLINE
(CL-PL) CENTERLINE TO PROPERTY LINE
(PL-PL) PROPERTY LINE TO PROPERTY LINE
(LL) LOT LINE
SNF, SEARCHED NOT FOUND
FOUND STANDARD STREET MONUMENT, AS NOTED
STANDARD STREET MONUMENT TO BE SET PER (14)
STANDARD STREET MONUMENT TO BE SET PER (17)
SET STANDARD STREET MONUMENT
FOUND MONUMENT AS NOTED
PAE PEDESTRIAN ACCESS EASEMENT
PUE PUBLIC UTILITY EASEMENT
PLE PRIVATE LANDSCAPE EASEMENT
SDE STORM DRAIN EASEMENT
TARCENTO WAY
TRIMONTI CIRCLE
MAJANO WAY
PAULARO WAY
COSTA COURT
OVARO WAY
SAN MARTINO DRIVE
HILLCREST AVENUE
LONE TREE WAY
BORDEN RANCH LANE
HEIDORN RANCH ROAD
SAND CREEK ROAD
RIGOLATO ROAD
KAISER PARCEL D 180 PM 17
CHEN PARCEL D 139 PM 30
CHEN PARCEL C 116 PM 1
ANTIOCH UNIFIED SCHOOL DISTRICT DOC NO. 2006-148904 NOT A PART
SUBDIVISION 9449 (14)
SUBDIVISION 9449 PARCEL D1 (17)
SUBDIVISION 9249 PARCEL F (17)
SUBDIVISION 9249 PARCEL G (14)
SUBDIVISION 9249 PARCEL H (14)
SUBDIVISION 9482 539 M 27
SUBDIVISION 9390 LOT 6 538 M 15
SUBDIVISION AREA 48.98 AC±
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DOC NO. 1996-58288
DOC NO. 2011-142295
DETAIL A NOT TO SCALE
DETAIL B NOT TO SCALE
REFERENCES:
NOTES:
1) SEE SHEET 2 FOR ADDITIONAL NOTES
SHEET 3 OF 17
0514-072
DRAFT 2021-01-21

SUBDIVISION 9489
AVIANO PHASE 3

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CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

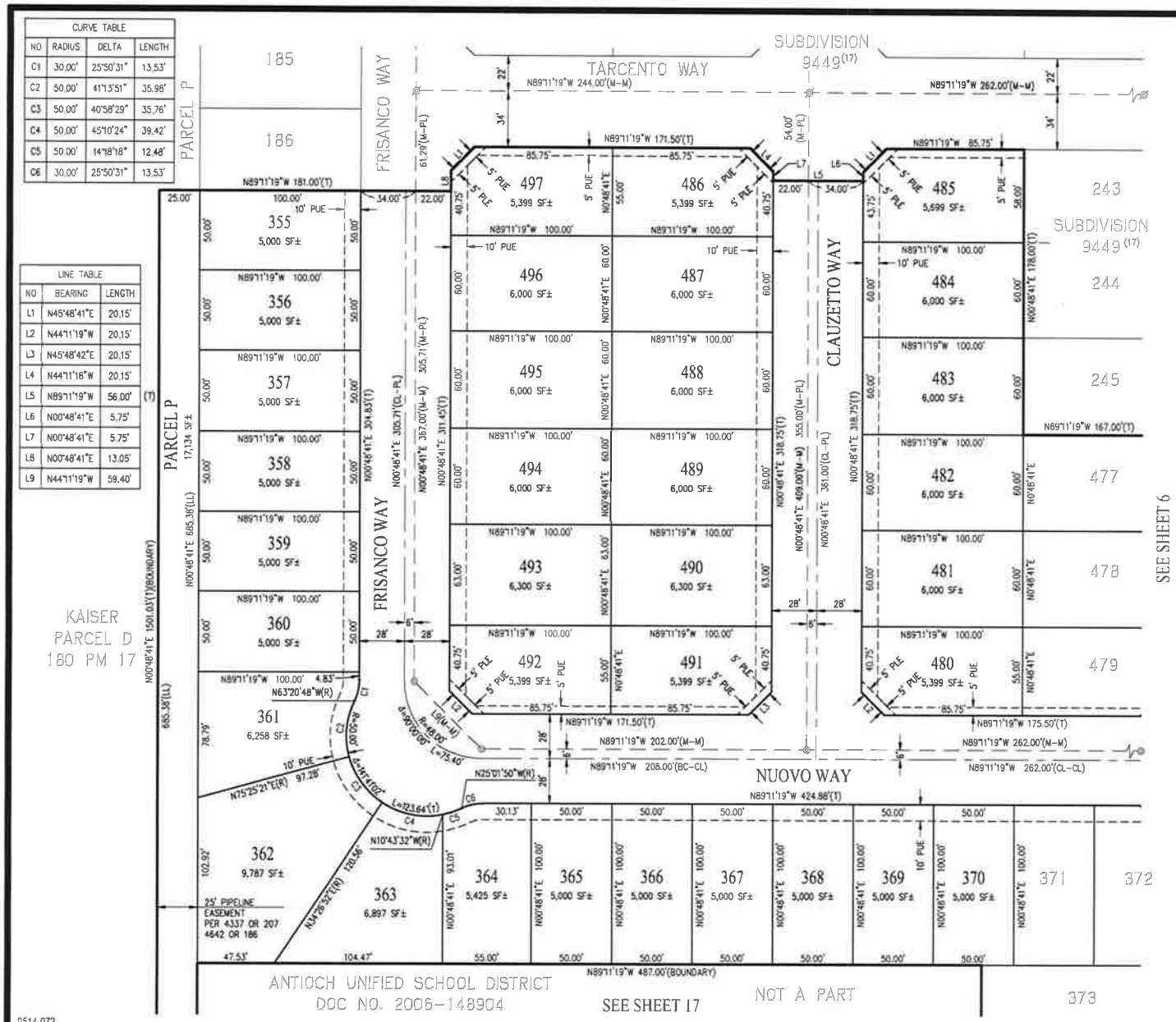
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	30.00'	25°50'31"	13.53'
C2	50.00'	41°13'51"	35.98'
C3	50.00'	40°58'29"	35.76'
C4	50.00'	45°10'24"	39.42'
C5	50.00'	14°18'18"	12.48'
C6	30.00'	25°50'31"	13.53'

LINE TABLE		
NO	BEARING	LENGTH
L1	N45°48'41"E	20.15'
L2	N44°11'19"W	20.15'
L3	N45°48'42"E	20.15'
L4	N44°11'18"W	20.15'
L5	N89°11'19"W	56.00' (T)
L6	N00°48'41"E	5.75'
L7	N00°48'41"E	5.75'
L8	N00°48'41"E	13.05'
L9	N44°11'19"W	59.40'



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	CENTERLINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(BC-CL)	BEGINNING OF CURVE TO CENTERLINE
(CL-CL)	CENTERLINE TO CENTERLINE
(CL-PL)	CENTERLINE TO PROPERTY LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(LL)	LOT LINE
SNF, ■	SEARCHED NOT FOUND
⊙	FOUND STANDARD STREET MONUMENT, AS NOTED
⊠	STANDARD STREET MONUMENT TO BE SET PER (14)
⌀	STANDARD STREET MONUMENT TO BE SET PER (17)
◎	SET STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
PAE	PEDESTRIAN ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PLE	PRIVATE LANDSCAPE EASEMENT
SDE	STORM DRAIN EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(14) SUBDIVISION 9249 (542 M 34)
(17) SUBDIVISION 9449 (544 M 21)

0514-072

DRAFT 2021-01-21

SUBDIVISION 9489
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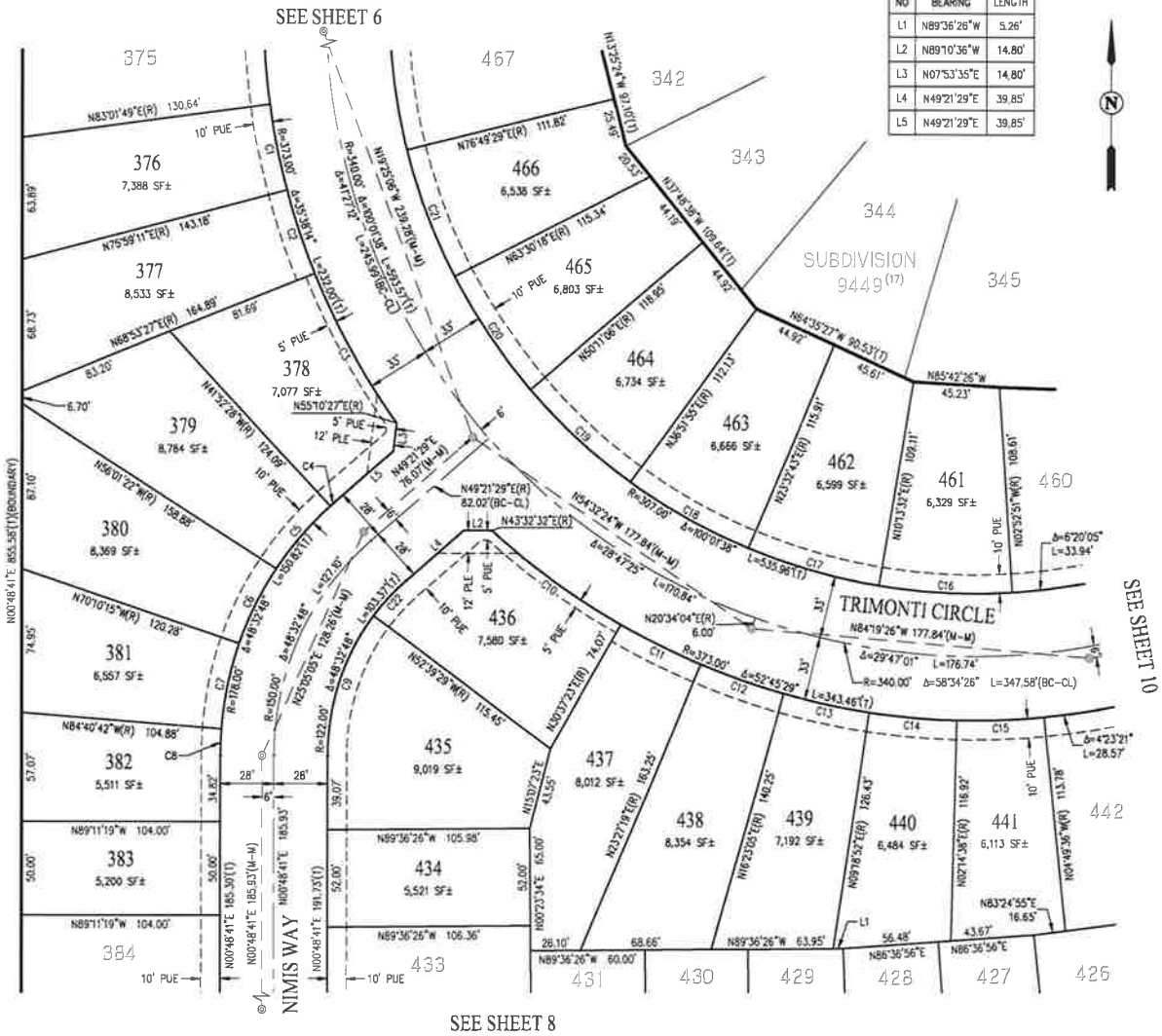
SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	373.00'	7°02'38"	45.86'
C2	373.00'	7°05'44"	46.19'
C3	373.00'	13°43'00"	89.29'
C4	178.00'	1°13'57"	3.84'
C5	178.00'	14°08'54"	43.95'
C6	178.00'	14°08'53"	43.95'
C7	178.00'	14°30'27"	45.07'
C8	178.00'	4°30'37"	14.01'
C9	122.00'	36°31'50"	77.78'
C10	373.00'	12°55'09"	84.11'
C11	373.00'	7°10'04"	46.66'
C12	373.00'	7°04'14"	46.03'
C13	373.00'	7°04'13"	46.03'
C14	373.00'	7°04'14"	46.03'
C15	373.00'	7°04'14"	46.03'
C16	307.00'	13°06'23"	70.23'
C17	307.00'	13°19'11"	71.37'
C18	307.00'	13°19'12"	71.37'
C19	307.00'	13°19'11"	71.37'
C20	307.00'	13°19'12"	71.37'
C21	307.00'	13°19'11"	71.37'
C22	122.00'	12°00'58"	25.59'

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°36'26"W	5.26'
L2	N89°10'36"W	14.80'
L3	N07°53'35"E	14.80'
L4	N49°21'29"E	39.85'
L5	N49°21'29"E	39.85'



ANTIOCH UNIFIED SCHOOL DISTRICT DOC NO. 2006-148904

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	CENTERLINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(BC-CL)	BEGINNING OF CURVE TO CENTERLINE
(CL-CL)	CENTERLINE TO CENTERLINE
(CL-PL)	CENTERLINE TO PROPERTY LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(LL)	LOT LINE
SNF, ■	SEARCHED NOT FOUND
◉	FOUND STANDARD STREET MONUMENT, AS NOTED
⊠	STANDARD STREET MONUMENT TO BE SET PER (14)
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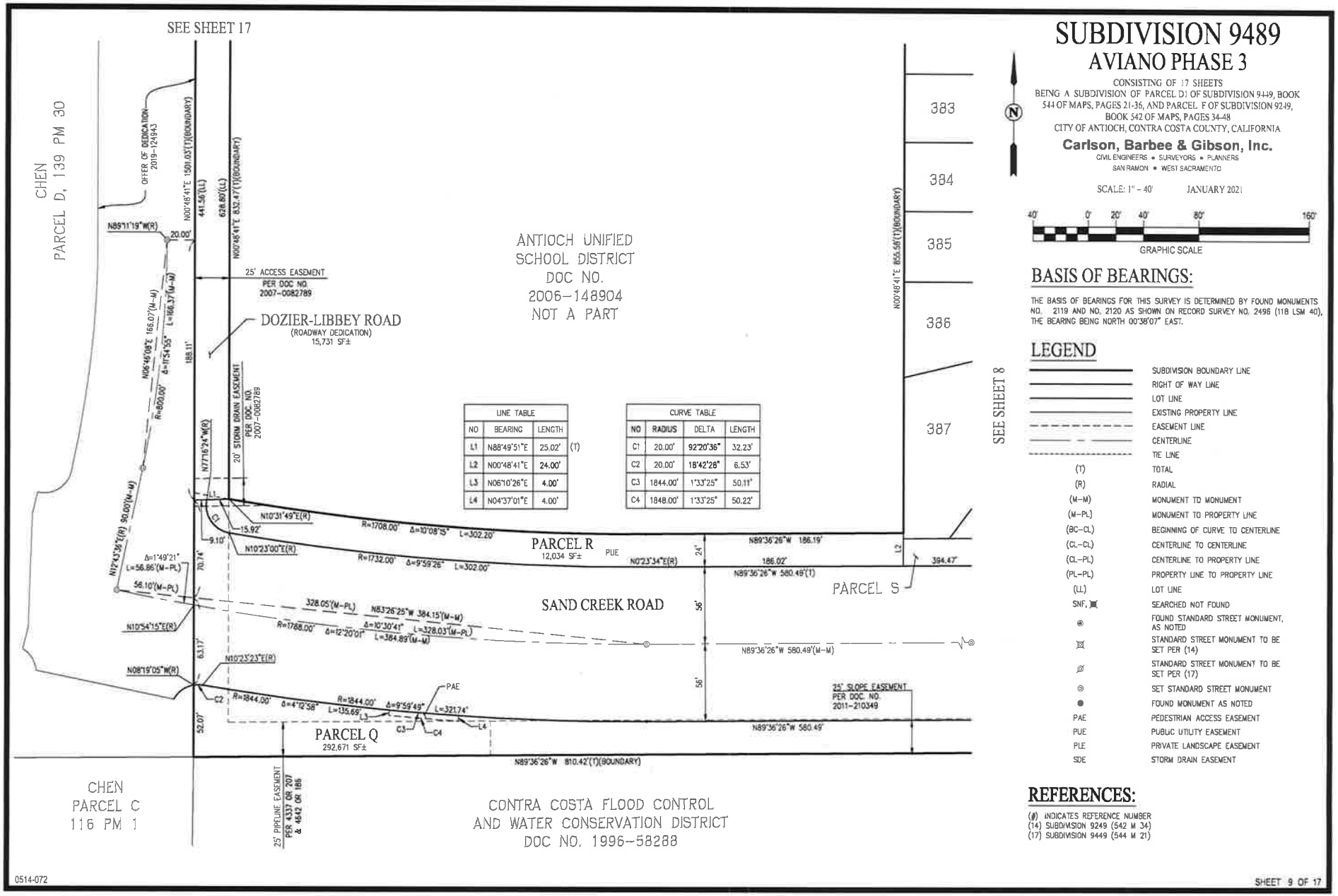
⊙	SET STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
PAE	PEDESTRIAN ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PLE	PRIVATE LANDSCAPE EASEMENT
SDE	STORM DRAIN EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(14) SUBDIVISION 9249 (542 M 34)
(17) SUBDIVISION 9449 (544 M 21)

DRAFT 2021-01-21



LINE TABLE			
NO	BEARING	LENGTH	
L1	N88°49'51"E	25.02'	(T)
L2	N00°48'41"E	24.00'	
L3	N06°10'26"E	4.00'	
L4	N04°37'01"E	4.00'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	92°20'36"	32.23'
C2	20.00'	18°42'28"	6.53'
C3	1844.00'	1°33'25"	50.11'
C4	1848.00'	1°33'25"	50.22'

SUBDIVISION 9489
AVIANO PHASE 3

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SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

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LEGEND

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	RIGHT OF WAY LINE
	LOT LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	CENTERLINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
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(CL-CL)	CENTERLINE TO CENTERLINE
(CL-PL)	CENTERLINE TO PROPERTY LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(LL)	LOT LINE
SNF, ▣	SEARCHED NOT FOUND
◉	FOUND STANDARD STREET MONUMENT, AS NOTED
▣	STANDARD STREET MONUMENT TO BE SET PER (14)
⌀	STANDARD STREET MONUMENT TO BE SET PER (17)
◎	SET STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
PAE	PEDESTRIAN ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PLE	PRIVATE LANDSCAPE EASEMENT
SDE	STORM DRAIN EASEMENT

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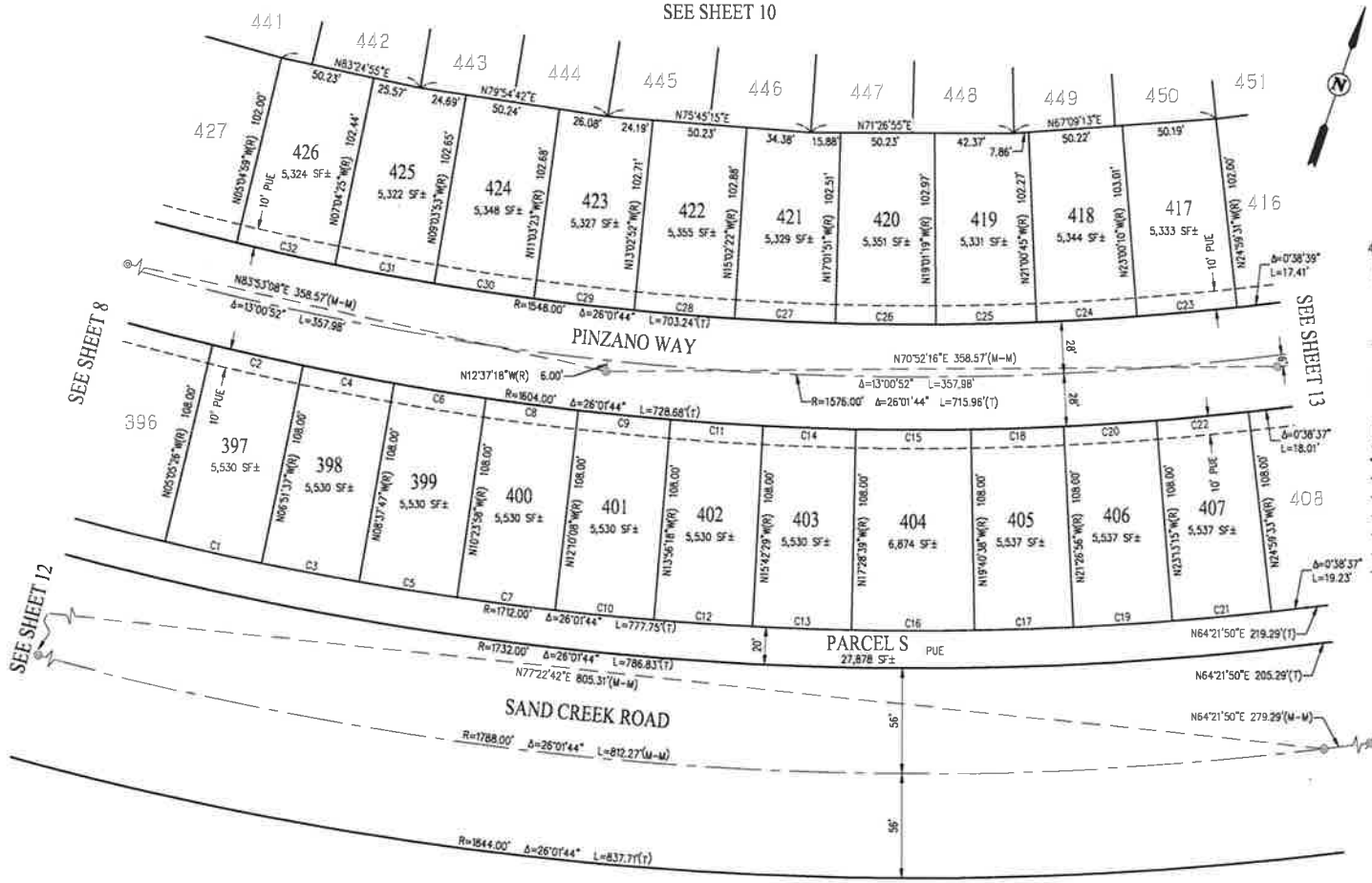

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	1712.00'	1°46'11"	52.88'
C2	1604.00'	1°46'11"	49.54'
C3	1712.00'	1°46'10"	52.88'
C4	1604.00'	1°46'10"	49.54'
C5	1712.00'	1°46'11"	52.88'
C6	1604.00'	1°46'11"	49.54'
C7	1712.00'	1°46'10"	52.88'
C8	1604.00'	1°46'10"	49.54'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C9	1604.00'	1°46'10"	49.54'
C10	1712.00'	1°46'10"	52.87'
C11	1604.00'	1°46'11"	49.54'
C12	1712.00'	1°46'11"	52.87'
C13	1712.00'	1°46'10"	52.87'
C14	1604.00'	1°46'10"	49.54'
C15	1604.00'	2°11'59"	61.58'
C16	1712.00'	2°11'59"	65.73'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C17	1712.00'	1°46'18"	52.94'
C18	1604.00'	1°46'18"	49.60'
C19	1712.00'	1°46'19"	52.94'
C20	1604.00'	1°46'19"	49.60'
C21	1712.00'	1°46'18"	52.94'
C22	1604.00'	1°46'18"	49.60'
C23	1548.00'	1°59'21"	53.74'
C24	1548.00'	1°59'25"	53.78'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C25	1548.00'	1°59'26"	53.78'
C26	1548.00'	1°59'28"	53.80'
C27	1548.00'	1°59'29"	53.80'
C28	1548.00'	1°59'30"	53.81'
C29	1548.00'	1°59'29"	53.81'
C30	1548.00'	1°59'30"	53.80'
C31	1548.00'	1°59'28"	53.79'
C32	1548.00'	1°59'26"	53.78'

SUBDIVISION 9489
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SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
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⊠	STANDARD STREET MONUMENT TO BE SET PER (14)
⊘	STANDARD STREET MONUMENT TO BE SET PER (17)
◎	SET STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
PAE	PEDESTRIAN ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PLE	PRIVATE LANDSCAPE EASEMENT
SDE	STORM DRAIN EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(14) SUBDIVISION 9249 (542 M 34)
(17) SUBDIVISION 9449 (544 M 21)

0514-072

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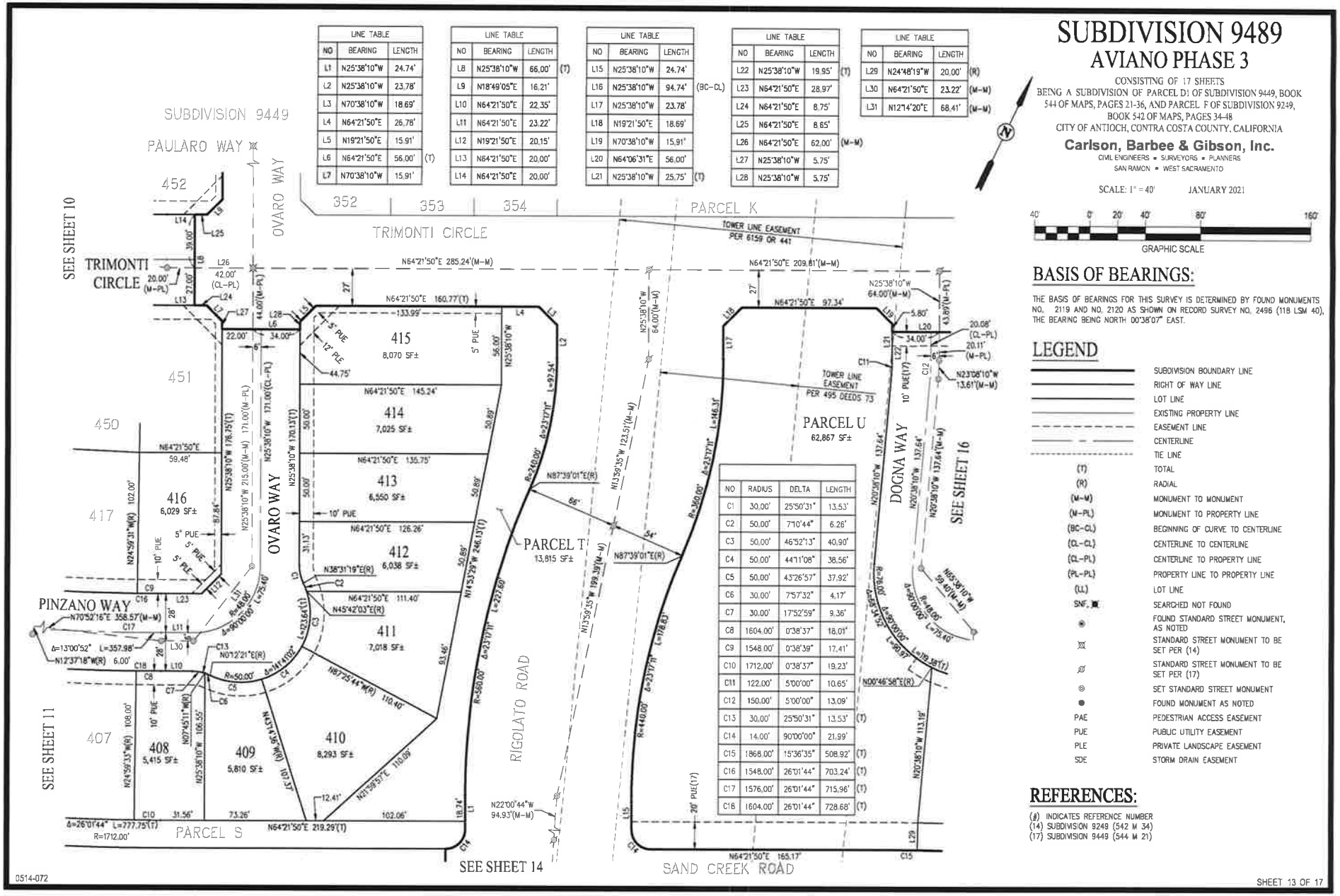
SUBDIVISION 9449
PAULARO WAY
OVARO WAY
TRIMONTI CIRCLE
SEE SHEET 10
SEE SHEET 11
SEE SHEET 14
SEE SHEET 16
PARCEL K
PARCEL U
62,867 SF±
PARCEL T
13,815 SF±
PARCEL S
DOGNA WAY
RIGOLATO ROAD
SAND CREEK ROAD
PINZANO WAY
TOWER LINE EASEMENT PER 6159 OR 441
TOWER LINE EASEMENT PER 495 DEEDS 73
N64°21'50"E 285.24'(M-M)
N64°21'50"E 209.61'(M-M)
N64°21'50"E 160.77'(T)
N64°21'50"E 97.34'
N64°21'50"E 145.24'
N64°21'50"E 135.75'
N64°21'50"E 126.26'
N64°21'50"E 111.40'
N64°21'50"E 59.48'
N64°21'50"E 219.29'(T)
N64°21'50"E 165.17'
N25°38'10"W 64.00'(M-M)
N25°38'10"W 176.75'(T)
N25°38'10"W 215.00'(M-M) 171.00'(M-PL)
N25°38'10"W 170.13'(T)
N25°38'10"W 171.00'(CL-PL)
N25°38'10"W 137.64'(M-M)
N25°38'10"W 113.19'
N25°38'10"W 59.40'(M-M)
N23°08'10"W 13.61'(M-M)
N87°39'01"E(R)
N36°31'19"E(R)
N45°42'03"E(R)
N87°25'44"W(R) 110.40'
N21°39'57"E 110.09'
N00°46'58"E(R)
N70°52'16"E 358.57'(M-M)
N12°37'18"W(R) 6.00'
N24°59'33"W(R) 108.00'
N24°59'31"W(R) 102.00'
N07°45'11"W(R) 166.55'
N13°59'35"W 123.51'(M-M)
N13°59'35"W 199.39'(M-M)
N22°00'44"W 94.93'(M-M)
N20°38'10"W 137.64'
N20°38'10"W 137.64'(M-M)
N20°38'10"W 113.19'
N65°38'10"W 59.40'(M-M)
N64°21'50"E 59.48'
N64°21'50"E 102.00'
N64°21'50"E 102.06'
N64°21'50"E 31.56'
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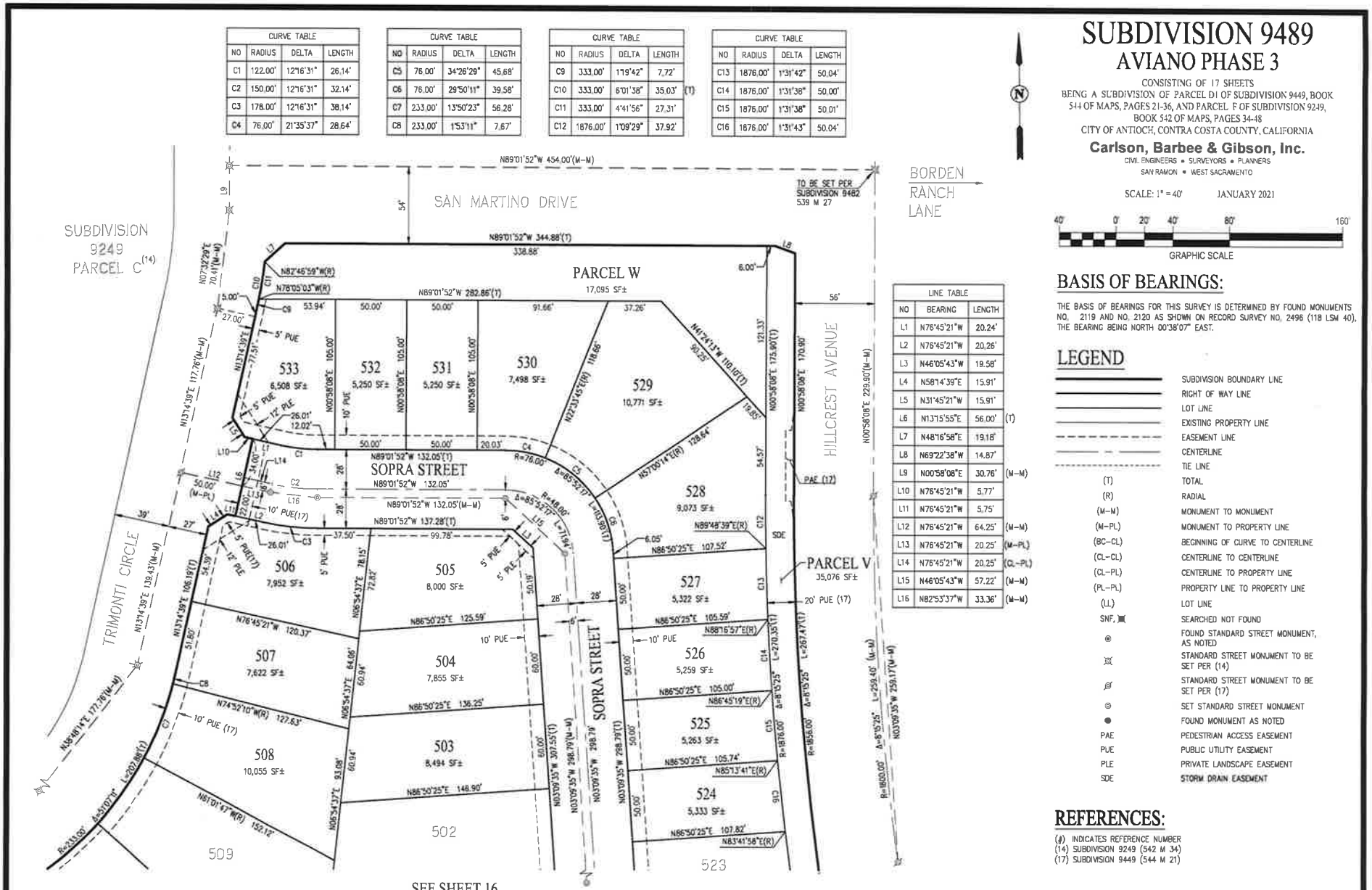
N64°21'50"E 102.06'
N64°21'50"E 102.06'
N64°21'50"E 102.06



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	122.00'	12°16'31"	26.14'
C2	150.00'	12°16'31"	32.14'
C3	178.00'	12°16'31"	38.14'
C4	76.00'	21°35'37"	28.64'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C5	76.00'	34°26'29"	45.68'
C6	76.00'	29°50'11"	39.58'
C7	233.00'	13°50'23"	56.28'
C8	233.00'	1°53'11"	7.67'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C9	333.00'	1°19'42"	7.72'
C10	333.00'	6°01'38"	35.03' (T)
C11	333.00'	4°41'56"	27.31'
C12	1876.00'	1°09'29"	37.92'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	1876.00'	1°31'42"	50.04'
C14	1876.00'	1°31'38"	50.00'
C15	1876.00'	1°31'38"	50.01'
C16	1876.00'	1°31'43"	50.04'

LINE TABLE			
NO	BEARING	LENGTH	
L1	N76°45'21"W	20.24'	
L2	N76°45'21"W	20.26'	
L3	N46°05'43"W	19.58'	
L4	N58°14'39"E	15.91'	
L5	N31°45'21"W	15.91'	
L6	N13°15'55"E	56.00'	(T)
L7	N48°16'58"E	19.18'	
L8	N69°22'38"W	14.87'	
L9	N00°58'08"E	30.76'	(M-M)
L10	N76°45'21"W	5.77'	
L11	N76°45'21"W	5.75'	
L12	N76°45'21"W	64.25'	(M-M)
L13	N76°45'21"W	20.25'	(M-PL)
L14	N76°45'21"W	20.25'	(CL-PL)
L15	N46°05'43"W	57.22'	(M-M)
L16	N82°53'37"W	33.36'	(M-M)

SUBDIVISION 9489
AVIANO PHASE 3

CONSISTING OF 17 SHEETS
BEING A SUBDIVISION OF PARCEL D1 OF SUBDIVISION 9449, BOOK 544 OF MAPS, PAGES 21-36, AND PARCEL F OF SUBDIVISION 9249, BOOK 542 OF MAPS, PAGES 34-48
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JANUARY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	CENTERLINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(BC-CL)	BEGINNING OF CURVE TO CENTERLINE
(CL-CL)	CENTERLINE TO CENTERLINE
(CL-PL)	CENTERLINE TO PROPERTY LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(LL)	LOT LINE
SNF, ▣	SEARCHED NOT FOUND
◉	FOUND STANDARD STREET MONUMENT, AS NOTED
⊠	STANDARD STREET MONUMENT TO BE SET PER (14)
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SEE SHEET 16

0514-072

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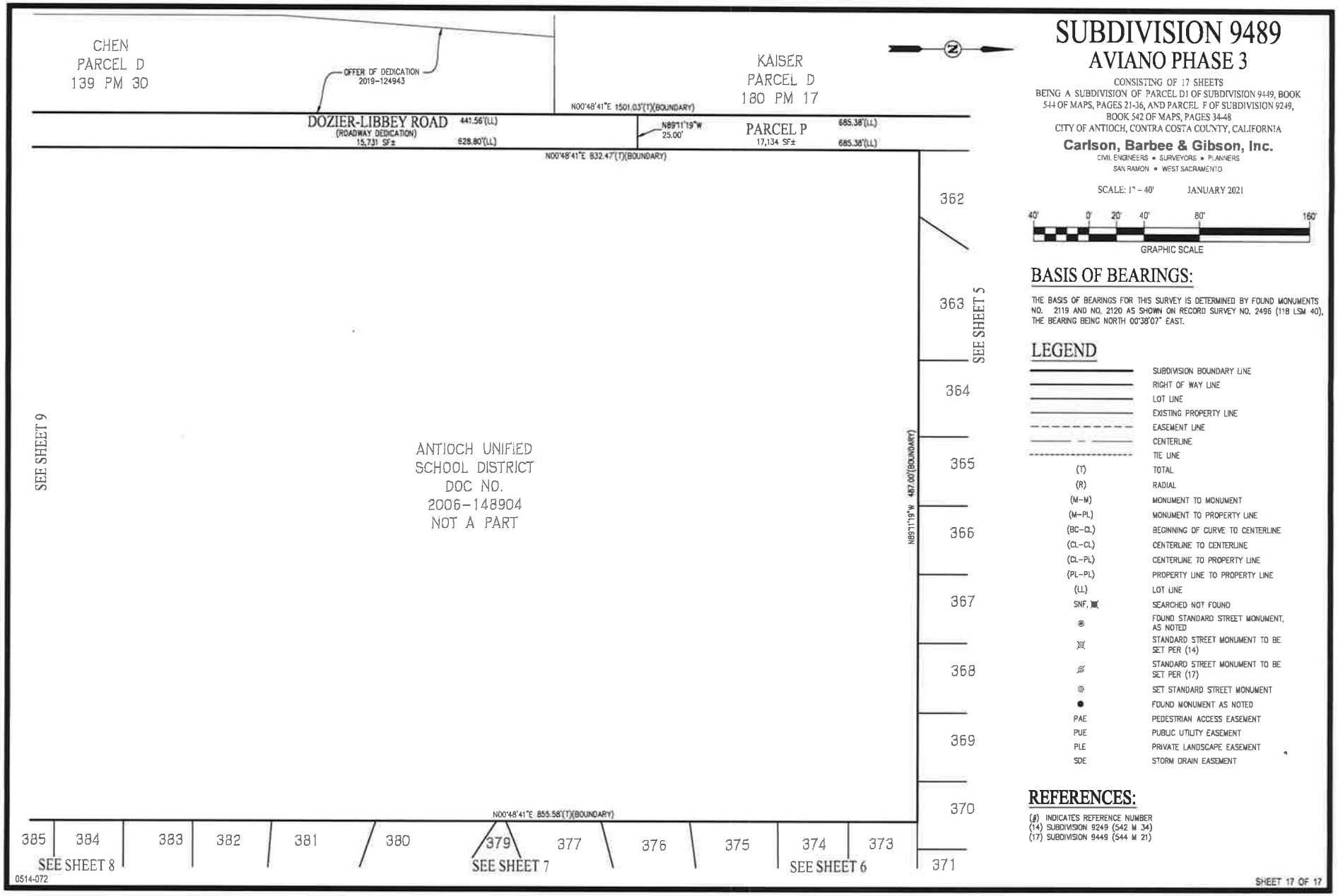

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DRAFT 2021-01-21

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

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

SUBJECT: Consideration of Bids for Firebreak and Disking
Bid No. 988-0225-21A Award

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the Maintenance Services Agreement ("Agreement") for Firebreak and Disking Services, to the lowest, responsive, and responsible bidder McCauley Agricultural & Pest Service ("McCauley"),

2. Approving an Agreement with McCauley for a term of three (3) years with the option to extend an additional two (2) years in an amount of $700,000.00 with $125,000.00 in contingency work, for a total amount not to exceeded $825,000.00 in substantially the form attached as "Attachment C", and

3. Authorizing the City Manager to execute the Agreement with McCauley for the total amount not to exceed $825,000.00.

FISCAL IMPACT

Funding for the Firebreak and Disking Services Agreement is allocated in the Street Light and Landscape Maintenance Funds, General Funds and Water Enterprise Funds. Fiscal year 20/21 includes the necessary funds for this year and subsequent years are subject to the biennial budget approval process.

DISCUSSION

The City of Antioch contracts for weed abatement and vegetation management of City owned open spaces to maintain a minimum of 30 feet between public open spaces and privately owned properties. The program minimum standards are mandated and inspected by Contra Costa County Fire Protection District (CCCFPD) on or before July 1st of each year. Future changes to the mandates will be paid under the contingency component of this contract.

The City's firebreak and disking areas are specifically defined under the contract. Open spaces are mowed with flail mowers and disking equipment. Areas that are inaccessible by mowers and disking equipment are made fire safe with handwork.

P
Agenda Item #

Future new developments with City accepted maintenance areas will be added under the contingency component for 'Flail Mowing' and 'Disking' operated equipment and 'Handwork' since they are not included in the existing defined areas of the contract. Some additional extra hours can be unpredictable since weather; future land development; and CCCFPD mandates are not foreseeable.

The Department of Public Works published the Firebreak and Disking request for bids on February 9, 2021. The bid closed on February 25, 2021. Nine contractors were notified, and six did not submit bids. We received three qualified, competitive submittals.

McCauley Agricultural & Pest Service was the low bidder based on total firebreak and disking areas.

The recommended action is to award this contract to McCauley Agricultural & Pest Service whose bid was the lowest.

ATTACHMENTS

A. Resolution
B. Bid Tabulation
C. Draft Maintenance Trade Services Agreement

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING THE CONTRACT AND AUTHORIZING THE CITY MANAGER EXECUTE AN AGREEMENT WITH MCCAULEY AGRICULTURAL & PEST SERVICE FOR THE FIREBREAK AND DISKING PROJECT BID NO. 988-0225-21A

WHEREAS, the City maintains various open space parcels of land throughout the City;

WHEREAS, the City must continue to provide consistent fire break protection in its open spaces for the safety of its residents;

WHEREAS, bids were solicited on February 8, 2021 and bidding closed on February 25, 2021 and three (3) bids were received;

WHEREAS, McCauley Agricultural & Pest Service ("McCauley") was the lowest responsive and responsible bidder in an amount of $700,000.00 and $125,000.00 in contingency work for a total amount not to exceeded $825,000.00;

WHEREAS, funding for this expenditure for Firebreak and Disking ("Project") is included in the adopted fiscal year budgets under the Street Lighting and Landscape Maintenance Funds, General Fund, and Water Enterprise Fund;

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

1. Awards the Maintenance Services agreement ("Agreement") for the Project to the lowest responsive and responsible bidder McCauley;
2. Approves an Agreement with McCauley for a term of 3 years with the option to extend an additional two (2) years in an amount not to exceed $825,000.00 as described in "Attachment B"; 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 23rd day of March 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

CITY OF ANTIOCH CALIFORNIA
OPPORTUNITY LIVES HERE

City of Antioch - Bid Tabulation Firebreak & Disking Weed Abatement Bid No. 988-0225-21A Closed: February 25, 2021, 2:00 p.m.

Vendor's Bid	Mccauley Agricultural & Pest	H&N Enterprises	Apex Grading
Firebreak Areas 5 Year Totals	$465,000.00	$497,865.46	$704,000.00
Disking Areas 5 Year Totals	$235,000.00	$250,814.55	$204,000.00
Grand Total of Firebreaks and Disking:	$700,000.00	$748,680.01	$908,000.00
Contingent work	$125,000.00	$125,000.00	$125,000.00
Grand Total:	$825,000.00	$873,680.01	$1,033,000.00
Extra Work Hourly Rate (Including Labor, Equipment & Materials)			
Disking Year 1	$150.00	$140.00	$110.00
Disking Year 2	$150.00	$145.00	$110.00
Disking Year 3	$150.00	$147.00	$110.00
Disking Year 4	$150.00	$150.00	$110.00
Disking Year 5	$150.00	$155.00	$110.00
Flail Mowing Year 1	$150.00	$165.00	$110.00
Flail Mowing Year 2	$150.00	$170.00	$110.00
Flail Mowing Year 3	$150.00	$175.00	$110.00
Flail Mowing Year 4	$150.00	$180.00	$110.00
Flail Mowing Year 5	$150.00	$185.00	$110.00
Handwork Year 1:	$150.00	$67.00	$33.00
Handwork Year 1:	$150.00	$70.00	$33.00
Handwork Year 1:	$150.00	$73.00	$33.00
Handwork Year 1:	$150.00	$75.00	$33.00
Handwork Year 1:	$150.00	$77.00	$33.00

NO BIDS
Alan's Rototilling & Weed Cutting
Brian's Tractor Service
Cartwright Ranch
Contra Costa Tree & Landscape
Finta Enterprises
Industrial Weed Control

ATTACHMENT "C"

(Draft)

CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT
WITH MCCAULEY AGRICULTURAL AND PEST SERVICES

1. PARTIES AND DATE.

This Agreement (**"Agreement"**) is made and entered into this 23rd day of March, 2021 (**"Effective Date"**) 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 McCauley Agricultural and Pest Service with its principal place of business at 2150 Elkins Way #205, 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 Firebreak and Disking 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 Firebreak and Disking Services BID NO. 988-0225-21A 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 Firebreak and Disking 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 Time of Performance

The term of this Agreement shall be from **April 1st 2021** to **June 30, 2023**, 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. Please see Exbibit A for "Scope of Services & Schedule of Services."

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 **Carlos Zepeda**, 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 **Glen McCauley**, 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 and Liquidated Damages. 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. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] Dollars ($[***INSERT NUMERICAL DOLLAR AMOUNT***]) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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.

3.2.10.1Employment 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.

3.2.10.2Employment 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.

3.2.10.3Employment 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.

3.2.10.4Labor 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.

3.3 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 Eight Hundred Twenty Five Thousand Dollars ($825,000.00) without written approval of City's Deputy Public Woks Director. 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:

McCauley Agricultural & Pest Service
Glen McCauley
2150 Elkins Way #205
Brentwood, CA 94513

City:

Public Works Department
Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

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

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.

3.5.19.1Contractor, 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.

3.5.19.2BY 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.

3.5.19.3If 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.

3.5.19.4For 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.

3.5.19.5Failure 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.

3.5.19.6Notice 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.

3.5.20 Federal Provisions. [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT LEGAL COUNSEL IF NECESSARY***]When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "E" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

(Draft)

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND MCCAULEY AGRICULTURAL & PEST SERVICE

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 26th day of February, 2021.

CITY OF ANTIOCH
Approved By:

_____
Rowland E. Bernal Jr.
City Manager

ATTEST:

_____
Elizabeth Householder
City Clerk

Approved As To Form:

_____
Thomas Lloyd Smith
City Attorney

McCauley Agricultural & Pest Service

_____
Signature

_____
Name

_____
Title

EXHIBIT "A"

SCOPE OF SERVICES & SCHEDULE OF SERVICES

II. SPECIFICATIONS

i. **Customer Service & Quality Assurance**

Any work or assigned duties that are not performed to our standards and/or contractual agreement or the regulating agency may result in delay, reduction or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s. Any damages or fines placed upon the City of Antioch due to delays or poor performance by the contractor will be paid for by the contractor. Funds will be deducted from payment to the contractor.

ii. **Contractor Will Provide**

Contractor to be capable of responding to requests by both email and cell phone. The Contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 4:30 pm, except holidays and a safe and motivated crew capable of performing all work per specifications. Contractor is to keep the City informed of working locations daily, so that the City representative can inspect the work throughout the process. At least one crew member must speak English; Contractor shall provide all labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all California Manual on Uniform Traffic Control Devices specified traffic control standards. All work must be in accordance with all state and local laws, codes, and specifications. Workers must wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers.

iii. **Scope of Work**

To provide all labor, equipment and incidentals to complete firebreak and disking weed abatement along City open spaces, trails and right-of-way's as specified and described in the list of firebreak and disking locations in this RFB pages 12 to 21. Furthermore; work to be performed under the specification and as mandated by Contra Costa County Fire Protection District (CCCFPD) minimum weed abatement standards included herein (attachment B) and as mandated by the CCCFPD's most current revised standards for all contract years. It is incumbent upon the contractor to keep current on those standards and be responsible for compliance. **Area maps are included as Attachment "A" to assist in area identifications.**

If late rain causes delay in completion of work between disking and hand weed abatement, contractor may be required to re-work areas to meet CCCFPD standards. If work is not completed up to current year standards no compensation will be paid to the contractor until the work has been completed up to standards. If the re-work was of no fault of the contractor then the City will pay compensation on a time and materials basis. The City's representative will make the final decision relating to work being up to standards.

If any material such as soil or vegetation from the weed abatement handwork, mowing or disking operations enters any V-ditch, said contractor shall remove all material from the V-ditch prior to inspection from the City's representative. No payment will be made until all material has been removed from the V-Ditch and it has been inspected by both the contractor and the City representative. The contractor is to report any V-ditches that are full of dirt or debris prior to work being completed. If material or debris enters the drain inlets on the V-Ditch the contractor will be required to clean them at no expense to the City. THE GOAL IS TO KEEP THE V-DITCHES CLEAN, CLEAR AND OPEN FOR STORM WATER TO FLOW.

iv. **Hours of Operation**

Work can be accomplished between 7:00 a.m. and 6:00 p.m. Monday through Friday. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekends, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if 300 feet of occupied

dwellings. Work may be performed on Saturdays; however, there shall be no noise producing activities until after 8:00 a.m. No work is allowed on Sundays.

v. **Work Plan - Schedule**
The contractor will be required to give the City of Antioch priority scheduling and attention for this project. Contractor shall provide City representative with a written work schedule of firebreak areas and written update on a weekly basis as to the progress of the crews. All changes from the schedule will be communicated as soon as possible. The City and Contractor will meet and discuss the starting date, starting locations, and work-flow, on or before April 1st of each contract year for all the firebreak areas described in this RFB. **Contractor shall not begin work without prior authorization from the City.** All firebreak areas listed in "III. FIREBREAK & DISKING ZONES WITH AREA DESCRIPTIONS" of this RFB, must be completed by June 30th of each contract year.

vi. **Contract Terms and Conditions**
This contract will be effective April 1, 2021 thru June 30, 2023. It is anticipated that the contractor will work under a three-year Agreement with the City. Upon successful review, at the end of the three (3) years, the City may renew the Agreement for up to two (2), (FY 2023/2024 and FY2024/2025), additional years at the price quoted in this RFB. The agreement for additional years is contingent on the approval from both parties (City of Antioch and Contractor). Liquidated damages will be applied if project is not completed by the date agreed upon.

vii. **Limitations**
If it should be necessary to add additional areas of work, the following schedule shall be followed:

1.) Firebreak work orders given to the contractor by the City of Antioch during the period of April 1st through June 16th must be completed by June 30th per contract year and all invoices must be received by the City contract representative by July 31st each contract year.
2.) Firebreak work orders given to the contractor during the period of June 17th through June 30th must be completed by July 7th per contract year and the invoice must be received by the City contract representative by July 31st each contract year.
3.) Firebreak work orders given to the contractor after July 7th per contract year must be completed within seven (7) days and the invoice must be received by the City contract representative by July 31st each contract year.
4.) All additional work will be billed at the hourly rate for extra work, as provided for in this bid proposal. The City and the Contractor will meet and agree on the location and amount of time to complete any additional work as authorized by the City.

viii. **Equipment & Supplies**
Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment shall be of top quality and in good working order at all times. Contractor is required to supply enough equipment to complete the project on schedule.

For Disking Areas: Recommend Tractor D-2 or larger with front blade, truck and trailer, and an 8 foot disk minimum. Four-wheel drive tractor/8-point hydraulic and disk.

ix. **Examination of Parcels, Conditions, Etc.**
The bidder must carefully inspect all parcels, locations and conditions prior to beginning work. The City of Antioch will in no case be responsible for any loss or any unforeseen costs that may be suffered by the contractor as a result of the contractor's failure to inform itself of all conditions pertaining to the work. Areas are subject to change due to development.

x. **Invoicing**
With the request for payment each month, Contractor shall provide a list of areas completed. Also

included shall be a list of work to be completed the next month. No payment will be made without a completed work schedule for the month, deficiencies noted and corrected, and the work plan for the next month. All information is to be provided in email format and paper copy if desired by City designee. Bidder is required to include the type of work, zone/area numbers and descriptions, and completion date on each invoice:

- **Disking – by zone and area (example below):**
  DA. 611 2320 Water Tanks
  DA1. Deerfield water tank on Via Dora Drive across from 4505 Via Dora Drive inside fence lines and area in back of tank. Note: watch out for sprinklers at edges of landscape.
- **Firebreak– by zone and area (example below):**
  FI. 256 4563 District 2A-3
  FI1. Lot next to 500 Gary on the corner of Cavallo Road and Gary Avenue, complete abatement. FI2. Behind 1800 to 1816 Trembath Street

The City reserves the right to add other areas for an additional cost or to remove some areas and receive a cost savings on those areas removed from the contract list.

xi. **Firebreaks**
Minimum width – Firebreaks shall be thirty (30) feet wide with 15-foot cross-breaks in areas greater than 5 acres - from fence lines or structures unless otherwise specified on the work orders or by the most current version of the CCCFPD Minimum Weed Abatement Standards. Areas smaller than 5 acres require complete abatement.

xii. **Handwork**
Contractor shall provide sufficient personnel and equipment to maintain a steady pace as to complete all firebreaks by June 30th of each contract year, unless otherwise mandated by CCCFPD.

Contractor will mulch or remove all excess debris caused by the cutting of the firebreaks so there is insufficient fuel to sustain or allow the spread of fire. Material that is not mulched to the satisfaction of the City inspector and/or CCCFPD will need to be re-mulched by said contractor at Contractor's expense.

All equipment shall be equipped with spark arrestors as to not set fire to any part of property whether public or private.

Fire extinguishers shall be present on all jobsites at all times, and all personnel will be trained in the operation of the extinguishers.

Vehicles that are used to transport people and equipment are limited to asphalt or concrete trails and roadways. At no time are these vehicles to park off the pavement, on any part of open space, due to the dry and windy conditions that exist in Antioch.

Contractor is responsible for training all operators of hand equipment and shall be trained in the safe and proper use of the equipment he or she is operating.

xiii. **Flail Mowers**
Flail Mowers may be used instead of weed eaters or hand tools to cut the firebreaks as long as the work can be completed in a safe manner. Unless otherwise specified on the work orders or by the most current version of the CCCFPD Minimum Weed Abatement Standards, mowed fuel breaks shall be 60 feet wide and mowed cross breaks 30 feet wide due to ability of the remaining surface material to support a fire growth. If additional areas are requested/required by the City to be mowed, the contractor will be requested to give an hourly rate for flail mowing for any additional areas.

xiv. **City Will Provide**
Inspection – The City's representative will answer questions and inspect work for contract compliance.

xv. **Budget**
The City has budgeted approximately $140,000 per contract year for this job. An additional $25,000 will be added to the purchase order for any additional work that the City may require. The additional allocation of funds is not a promise or guarantee of work. It is only in place for additional or contingency work.

III. FIREBREAK & DISKING ZONES WITH AREA DESCRIPTIONS

FA. 251 4511 Lone Tree Zone 1, Williamson Ranch

FA1. Starting behind houses on the corner of Hillcrest Ave and Prewett Ranch Dr, complete weed abatement of entire hill heading north to Williamson Ranch Dr.
- Begin 60' Firebreak starting behind 5213 Walker Ct heading west behind Equestrian Ct, Pioneer Ct, Homestead Ct, Roundup Ct, and Hereford Ct, then continue south behind homes along Hereford Way to Prewett Ranch Dr.
- Continue 60' Firebreak behind 5133 Prewett Ranch Dr heading north behind homes behind Kiowa Ct and Pawnee Dr to Indian Hill Dr.
- Continue 60' Firebreak behind 5100 Aubrey Ct heading south, then east behind homes on Aubrey Ct, Longbranch Ct, Furlong Way, Tumbleweed Ct, Thistlewood Ct and ending at Hillcrest Ave.

FA2. Complete weed abatement starting behind 5124 Grass Valley Way to 5136 Grass Valley Way
- Continuing West from 5136 Grass Valley Way to Sagebrush Dr.
- Continue weed abatement North to Indian Hills Dr
- From Indian Hills Dr head East to 5124 Sundance Ct, continuing east behind Sundance Ct, Toyon Ct, Comanche Ct and to the end of the property line at 5125 Comanche Ct.

FA3. Perform 30 ft. firebreak weed abatement Along Deer Valley High School Pathway East to Sagebrush Drive
- Head South along sagebrush Dr to Prewett Ranch Dr complete Weed Abatement.

FA4. Starting at Lone Tree Way Trail entrance (5065 Longhorn Way), perform complete 60' Firebreak behind homes, heading Southeast to Morgan Way. Then head North with a 60' Firebreak to Lone Tree Way.
- Begin at trail entrance on Morgan Way, from 5008 Wagon Wheel Way, complete weed abatement of parcel to trail entrance at Indian Hill Dr.

FB. 251 4512 Lone Tree Zone 2

FB1. Start behind 2632 Strawberry Ct and end behind 2408 Mark Twain Dr
- Continue Abatement of Slope heading Northwest behind 2342 Mark Twain Dr.
- Head West behind homes with a 60' Firebreak to Mokelumne Drive

FB2. Starting behind 2355 Croker Ct create 60' Firebreak to V Ditch and 2349 Forty Niner Ct
- Continue with a 30' Firebreak behind homes on Forty Niner Way, Anita Ct, Elena Ct and Squaw Ct, Ending at Deer Valley Rd.

FB3. Start Behind 1948 Kern Mountain Way, perform 30' Firebreak to 1863 Mt. Conness Ct, continuing to Dallas Ranch Rd.

FB4. Start behind 5106 Sims Mountain Ct, perform 30' Firebreak behind houses heading East to Mokelumne Dr

FB5. Start East of Dallas Ranch Rd, Starting at 1807 Tioga Pass Ct. Complete Abatement of Parcel heading east to 2035 Mokelumne Dr.

FC. 251 4513 Lone Tree Zone 3

FC1. Abate 60' at top of hill along homes of Lone Tree slope between Dallas Ranch and Golf Course Roads, behind Cougar Peak Ct and Sheffels Peak Ct. Finish behind 4703 Matterhorn Court.

- Also, complete abatement of slope behind 4655 Golf Course Rd, heading West, then North to the entrance of 4655.

FC2. Abate 60' Area behind houses on Cache Peak at Golf Course Rd that continues behind Matterhorn Way and then Crestone Needle Way around water tank to behind Bedford Peak, Snowmass Peak, Shavano Peak, and Torreys Peak Court.

- Along Golf Course Rd connect 60' Fuel break from Torreys Peak Ct North to Cache Peak Dr.

FC3. Start 30' Weed Abatement behind houses on Mesa Ridge at north side of the trail entrance, continue behind houses on Woodhaven Way and Stonecrest Dr, end behind homes on Springcrest Ct. by Dallas Ranch rd.

FC4. Start 30' abatement behind 5101 Trailridge Ct, head West behind home to 1317 Stony Gorge Way, then only complete abatement of parcel adjoining Dallas Ranch Park

FC5. Begin 30' abatement behind homes at 1133 Prewett Ranch Dr, heading west behind homes to Mesa Ridge Dr.

FC6. Start behind 1099 Prewett Ranch Dr on the corner of Mesa Ridge Dr, create 60' Firebreak along Prewett Ranch continuing behind Southwood Way and ending at the west side of the property line of 5504 East Creek Way

FC7. Start at 5092 Mesa Ridge Dr, creating a 60' Firebreak heading west behind houses on Judsonville Dr all the way to the landscaped area on Frederickson Lane

FC8. Create 60' Firebreak from Nortonville Way at Judsonville Dr, continuing west along Nortonville Way to Hansen Park. Then, South along Hansen Park to Heacock Way. Then east along Heacock Way to 5017 Carbondale Way.

- Continue East to 5076 Judsonville Dr, then North along Judsonville, back to Nortonville Way

FC9. Create 60' Firebreak in Open space along houses West of Hansen Dr, to Judsonville, then north along Judsonville Dr and Union Mine dr back to start on Hansen Drive by Hanson Park.

FD. 253 4531 Almondridge Zone 1

FD1. Trail beginning at Oakley Road east to Philips Lane; complete abatement

FD2. Open lot between 3100 Filbert St and 3032 Beechnut Ct; complete abatement.

FD3. Southwest parcel Wilson Street at 18th St; complete abatement

FE. 254 4541 Hillcrest Zone 1

FE1. Begin 60' Weed Abatement at landscaped area behind 2820 Terrace View Ave continue behind homes to 3308 Terrace View Ave. Continue behind and next to the four houses on Hillcrest Avenue from 3501 to 3527

- Adding 30' along westside of 3501 Hillcrest Ave, Hillcrest Ave, and along eastside 3457 Hillcrest Ave.

FE2. Start 30' Abatement behind 3300 Baywood Circle, proceed North along Bellflower Dr., then west to 3112 Ferngrove Way. Continue south along fence line behind Crestline Ct., Vista Hills Ct and Hidden Hills Ct., all the way to Terrace View Ave.

- Starting again at 3300 Baywood Circle proceed South behind homes along Baywood Circle all the way back to Bellflower Dr at 3628 Baywood Circle.
- Starting at 3201 Bellflower Dr., head North and then East with a 60' Firebreak ending behind 3525 Leafwood Circle (APN052470001)

- Starting again at 3201 Bellflower Dr create a 30' Firebreak North to 3120 Sunflower Dr., then East behind homes to Larkspur Dr by school entrance.

FE3. Start 30' Firebreak behind 2745 Bluebell Circle heading south to Bluecurl Court, then southwest to Bluebonnett Court.
- Continue 30' Firebreak behind homes along Larkspur Bellflower Trail doing entire loop area, then heading south behind 2803 Larkspur Drive until reaching the school entrance at the end of Larkspur Drive.

FE4. Starting North behind shopping center off Larkspur Dr., create a 60' Firebreak South then West along back of all houses on Lotus Ct. ending at Lotus Ct itself. Complete Abatement of Parcel along PG&E Row, continue complete abatement ending at Wildflower Dr by Wildflower Pointe homes.

FE5. Creating a 30' Firebreak begin at 4157 Folsom Dr. going behind Isabella Court and Pillsbury Court continuing behind 4233 Spaulding St. until reaching 4265 Spaulding St.

FE6. Starting back at 4157 Folsom Drive creating 30' firebreak heading south toward Wildhorse Rd. continuing west behind 'Landscape' to Hillcrest Ave then finishing at the end of the property line of 4215 Hillcrest Ave.

FE7. Starting along MNO Grant Elementary property fence on E. Larkspur Drive create a 30' firebreak on E. Larkspur Drive continuing north behind homes toward 3901 Mead St.
- From there, continue 30' firebreak heading east behind 3900 Folsom Dr. toward Donner Ct. ending behind 4125 Chabot St.

FE8. Beginning alongside 4233 Amargosa Drive, create a 30' firebreak behind homes to 4057 Meadow Lake St. continuing behind Meadow Lake St. and Amargosa Drive ending at Tulare Court.

FE9. Complete abatement of open space between 4331 and 4337 Folsom Drive.

FE10. Starting at the parking lot next to 4309 Folsom Drive create a 60' firebreak behind homes on Folsom Drive to 4315 Berryessa Ct. Continue north along the property line to Wildhorse Rd, then create a 60' firebreak back to the parking lot next to 4309 Folsom Dr.

FE11. Complete abatement at trail entrance behind 4516 Loon Ct. to behind 4504 Temblor Way.
- Continue complete abatement of slope starting at 4500 Temblor to 4316 Folsom Dr. (CCWD Property to Ridge)

FE12. Start at 4532 Goode St. heading north behind homes to 4442 Spire St., creating a 30' firebreak behind homes

FE13. Start behind 4551 Le Conte Circle creating a 30' firebreak behind homes ending at Wildhorse Rd.

FE14. Monterra Subdivision – Complete abatement from 4520 Benton St. to 4580 Benton St., then the Good St. power tower continuing north behind homes on Good St. to tower entrance.

FF. 254 4542 Hillcrest Zone 2

FF1. Complete Abatement of Greenbelt area behind Wildcat Circle from fire station on Deerfield Drive east to 4420 Fawn Hill Way then west to 4501 Wildcat Circle doing entire area from fence to fence including fescue and entrance areas
- From 4508 Wildcat Circle, proceed south back to Fire Station and west along 4531 Via Dora Dr. complete abatement.
- Starting at 4421 Fawn Hill Way, go east along fence lines to Hillcrest Ave., north along Hillcrest Ave to Golden Bear Houses, then West back to 4421 Fawn Hill with a 30' Firebreak.

FF2. Weed Abate Entire lot between 4605 and 4619 Golden Bear Drive.

FF3. Complete abatement at Bear Ridge Way in open space behind houses at 3340 Lair Way to 3252 Cub Court

FF4. Complete abatement starting at 3126 Kodiak St heading north to the end of Morro Drive

FF5. Create 60' Firebreak Going behind 3355 Bear Ridge Way to 3305 Bear Ridge Way then heading west toward 3102 Ursus Court and ending behind 3101 Kodiak St.

- Continue behind 3101 Kodiak St. then east behind fence line of Hillcrest View Apts.
- From there, continue along CCWD Canal fence line to Hillcrest Ave landscape then head south along Hillcrest Ave around homes to 4320 Hillcrest Ave.
- Heading south, create 30' firebreak back to 3355 Golden Bear Dr.

FF6. Abate entire lot between 4412 and 4430 Montara Drive to fence at Deerfield Corridor Trail.

FF7. From 4429 Montara Drive behind houses to 4526 Buckeye Ct. create 30' firebreak.

- Then heading east from 4526 Buckeye Ct, create 30' firebreak to Via Dora Dr., then heading North, create 60' firebreak along Via Dora Dr to Deerfield Tank entrance.
- Complete abatement of entire lot North of the entrance to the water tank fence line. Then, create 60' firebreak along fence line to 4429 Montara Dr.

FF8. Create 60' firebreak behind 4412 Avila Court at Country Manor Park continue to Bugle Way to 2657 Yorkshire Dr.

FF9. Create 60' firebreak in Open Space area that runs along Via Dora Dr behind San Onofre Ct, San Gregorio Ct, San Elijo Court and behind the houses on Palomar Dr, both the top and bottom of the hill.

FF10. Start 60' firebreak behind 4017 Benbow Ct. and behind homes along Via Dora Dr.

- Continuing 60' firebreak heading west behind homes along Carpenteria Dr to 2525 Carpenteria Dr, then head north along Deerfield Corridor Trail to Contra Costa Canal Gate.
- Then, behind 2457 Shelbourne Way, continue 60' firebreak west behind homes to Yorkshire Court then continue behind homes on Yorkshire Drive ending at Weston Ct.

FF11. Start 60' firebreak next to 2401 Whitetail Drive behind houses on Covelite Way to Brocatello Ct. Continuing west toward Galenez Way to Rocky Point Dr behind Quart Ct ending back at 2401 Whitetail Dr.

FF12. Begin 30' Firebreak at the Soundwall from Hillcrest Ave slope area behind the home of 5061 Crest Park Circle. Then head west to Prewett Park Open Space continuing North to Country Hills entrance pathway.

FF13. In the open space behind 4753 Kangaroo Ct., create a 30' firebreak behind Kangaroo Ct., Koala Ct., Mustang Ct., and Appaloosa Way ending on Deer Valley Rd. No work to be done on Burrowing Owl Sanctuary

FF14. Create a 60' firebreak around Prewett Family Skatepark. Complete abate Skate Park

FF15. Create a 30' firebreak at Prewett Family Park on the North and South sides of the Skate Park pathways

FF16. Start at the North side of the Mokelumne Trail pathway West of Walmart creating a 30' firebreak on North side of trail heading west to 4823 Lone Tree way.

FF17. Complete abatement of Open Space at La Jolla Drive

FF18. Complete abatement at Deerfield Corridor Walking path from Deerfield Drive to Country Hills Drive.

FF19. Complete abatement at Deerfield Corridor Walking trail from Asilomar Drive to trail entrance behind 4569 Park Hill Court

FG. 254 4544 Hillcrest Zone 4

FG1. Beginning at Hidden Glen and Hillcrest Ave heading south behind homes on Braemar St. to 5017 Kushner Way, create 60' Firebreak

- Continue behind Kushner Way heading toward Spur Way and ending behind 5048 Canada Hills Way.

FG2. Complete abatement starting at the North side of Canada Valley Trail from Hillcrest Ave to 5349 Fairside Way. Then, on the southside of trail beginning at 5349 Fairside Way heading west behind homes and shopping center ending at Hillcrest Ave, do not work in East Antioch Creek.

FG3. Start 30' Firebreak behind Filly Ct continuing behind Colt Ct heading west behind homes along Carriage Way. Then, continue South behind homes along Woodbridge Way to end of Rodeo Ct., then east along houses behind Winterglen Ct to Trail entrance at 4700 Vista Grande Drive, north back to Filly Ct

FG4. Start 60' Firebreak behind 4717 Shetland Ct continuing behind Palomino Way to Laurel Rd.

FG5. Create 60' Firebreak starting at 4609 Mendota Way heading South behind homes on Emerald Way to Dumess Ct. Then continue east behind homes to Aberdeen Ct then South to Glasgow Ct.

FG6. Create a 60' firebreak around parcels 053-040-088 and 053-670-019 along Hidden Glen Drive. Also adding a 60' cross break from 4543 Selkirk Ct to Ellis Ct.

FG7. In the Open Space area of the following: between Stewart Street and Appleglen Street and south of Hidden Glen Drive; Create a 60' Firebreak along the Perimeter, also 60' cross break entire parcel

FG8. Ridgeline Drive at PG&E tower around Ellis Court, create 60' firebreak.

FH. 255 4551 District 1-A

FH1. Complete Abatement starting at Melon Ct by Markley Creek path. North to Mobile Home Park then behind houses on Cathy Ct and Jennifer Ct to locked gate near Buchanan Rd. Do not work in Markley Creek.

FI. 256 4563 District 2A-3

FI1. In the lot next to 500 Gary on the corner of Cavallo Rd and Gary Ave; complete abatement.

FI2. Behind 1800 to 1816 Trembath Street create 30' Firebreak.

FI3. Behind houses on Candace Ct and Geyser Ct, continuing behind 1701 Yellowstone Dr to 1737 Yellowstone Dr create 30' Firebreak.

FI4. Create a 60' Firebreak on the East side of the Hillcrest Retention Basin from 18th St behind Hargrove Ct, Sandy Ct, and Sandy Wy to 1525 Hillcrest Ave, continuing South along Hillcrest Ave to Plymouth Ln

FI5. Create a 60' Firebreak on the West side of the Hillcrest Retention Basin from 18th St to Hillcrest Ave

FI6. Behind 122 Southlake Dr West of Hillcrest Ave to 18th St; complete abatement.

FJ. 256 4564 District 2A-4

FJ1. Complete abatement behind houses from 142 Hyde Place to end.

FJ2. From #2 Danridge Ct. east along property line to Sunset Ln, then head South and West to #5 to Felicia Ct. creating a 60' Firebreak.

FJ3. Create 30' Firebreak at fence lines on both sides of PG&E right-of-way parallel to Mountaire Dr from Harbour Park, crossing Garrow Dr and Tahoe Ct, continuing to Mountaire Park; also perform 30' firebreak of both sides of the PG&E right of way behind houses on Christina Ct and next to houses on Garrow Dr and Elmo Rd ending at Mountaire Park.

FJ4. Create a 60' firebreak starting behind 1012 Eastbourne Ct. heading west to 1008 Burwood Way

FK. 256 4565 District 2A-5

FK1. Between houses on S. Royal Links Circle and Lone Tree Pump Station

- Start at 4165 S. Royal links Circle creating a 60' firebreak heading South to Royal Links Ct, then north until reaching Pump Station property end on Lone Tree Way

FK2. Create 30' Firebreak behind houses on Gallagher Circle from James Donlon Blvd. the backside of Sutter Elementary School ending at G St. gate.

FK3. Sewer Easement by Catholic Church. Complete Abatement

FK4. Create a 30' firebreak on both sides of homes from Contra Loma Blvd. to Lone Tree Way along Mokelumne Trail path fencelines.

FK5. Complete abatement between houses on Longview Rd entrance to EBMUD Right-of-way, east along trail to G St. Cross G St. complete abatement south side of Cloucester St., ending at Disked open space by WTP.

FL. 256 4566 District 2A-6

FL1. Complete abatement of Putnam Power Towers south to Contra Costa Canal property, between Polk Ct and Taft Ct

FM. 256 4568 District 2A-8

FM1. Complete abatement of hillside and fence line from 2205 to 2080 Reseda Way

FM2. Complete abatement of PG&E trail from Silverado Dr at Quesada Ct to Warbler Dr

FM3. Complete abatement alongside and behind 2331 Grimsby Court to East Bay Regional Parks Trail Entrance

FM4. Create 60' firebreak starting behind 3901 Osprey Drive to behind 3833 Osprey Drive.

- Abate Entire Parcel at Seeno Property at 2417 Cambridge Drive

FM5. Create 60' firebreak starting at 3992 Finch Drive and continuing North behind homes to 3912 Finch Drive.

- Then, complete abatement heading East to 2509 Cambridge Drive.
- Create a 60' firebreak starting behind 3908 Finch Drive and ending at 2539 Cambridge Drive.

FM6. Create 60' firebreak starting behind 3693 Mallard Ct. heading North behind homes on Mallard Way ending at 3598 Mallard Way.

FN. 256 4569 District 2A-9

FN1. 60' Firebreak behind Condor Ct, Falcon Ct, Greystone Ct, Glade Ct, Mulberry Ct, Greentree Ct, Mimosa Ct, and Belvedere Ct continuing behind Rock Island Dr, Rocky Point Dr, and Hawk Ct

FN2. Complete abatement of Landscape Slope starting at 404 Blue Rock heading south to EBMUD Right-of-way ending at 301 Redrock Dr.

FN3. Start 30' Firebreak behind 2017 Spruce Way at the Mokelumne Trail and head East behind homes to 2217 Koa Ct. Then, on the North side of trail behind 4516 Bighorn Court, create a 30' firebreak West to 2005 Spruce Way.

FN4. Weed Abate the North and South side of EBMUD Right-of-way from Bluerock Dr to Ridgerock Dr. 30' Firebreak along fence line.

FO. 256 4572 District 2A-10

FO1. Create 60' firebreak starting behind 4011 Moller Ranch Way heading North along houses to Markley Creek Park

FO2. Create 60' firebreak starting behind 3529 Markley Creek Drive heading South to 3729 Markley Creek Drive

FO3. Complete abatement at Open Space entrance at Summit Way by Heaton Ct head West to James Donlon Blvd.

FO4. Create 60' firebreak starting behind 4076 Barn Hollow Way heading South to 4092 Barn Hollow Way

FO5. Create 60' Firebreak, tractor mowing and string trimmers only, Somersville Drive at James Donlon Blvd., East side 2 parcels split by James Donlon Blvd. APN #076-021-015 & APN #076-021-014, cross breaks needed on northeast parcel only. This includes complete abatement of trail area near Somersville to James Donlon Blvd.

FO6. Complete abatement of slope from Barn Hollow Way to Westridge

FP. 259 4591 District 10

FP1. Create 60' firebreak beginning at Canada Valley and Vista Grande Drive.

- Continue 60' firebreak behind homes at 4842 Green Castle Way heading South to Tipperary Way and Cushendall Way.
- Then, West to Country Hills drive until reaching Carmen Dragon Elementary school property lines.

FQ. 611 2320 WTP

FQ1. Complete abatement at 2547 Cambridge Drive Water Tank

FQ2. Complete abatement water treatment holding pond access off of Whitehaven Ct. Next to 810 and off of Spartan Way.

FQ3. Start at Water Treatment Plant behind 3223 View Dr, head West create 60' firebreak until reaching G St.

- Continue 60' Firebreak behind 829 Gloucester St. to 801 Gloucester St. Then head north along property lines to fence behind Bourton Ct, then head east along fence and then south back to the WTP.

FQ4. Obtain access from the back gate at the Water Treatment Plant (401 Putnam Dr), and create a 60' firebreak starting behind #2 to #30 Terranova Drive, head North along WTP fence and along 3200 Lone Tree Way office building continuing West to WTP entrance gate.

- Head South from WTP Main Gate, do 60' Firebreak back to WTP rear gate

FR. 100 2196 Century/Delta Fair

FR1. Complete abatement of parcel parallel to Contra Loma Estates Park.

FR2. The Northeast corner is paved, perform complete abatement at Northwest corner.

DA. 611 2320 Water Tanks

DA1. Disc area surrounding Deerfield water tank on Via Dora Drive across from 4505 Via Dora Drive inside fence lines and area in back of tank. Note: watch out for sprinklers at edges of landscape.

DA2. Disc area surrounding James Donlon water tank, inside fence lines and add handwork around tank circumference where tractor can't access.

DA3. The north side of Antioch Reservoir, two parcels west of old Lone Tree Way. Disk southwest along fence line to gate and inside reservoir fence on the north side of the reservoir. Disk area from road to cyclone fence west to the dam.

- James Donlon south side between Contra Costa Canal and Royal Links Circle, disk southward along Antioch Reservoir fence line.

DA4. Complete abatement at Water Treatment Plant disk west side of plant

DA5. Water tank at Lone Tree and Walton Lane, behind Church on the Rock and adding handwork around tank.

DA6. Larkspur water tank inside fence lines and around Larkspur water tank hill perform complete abatement.

DB. 251 4512 Mokelumne/ Mark Twain

DB1. Complete abatement of Open space area East of Mokelumne Drive, South of Mark Twain Drive and North of Forty Niner Way.

DB2. Open space area West of Mokelumne Drive, South of Badger Pass Way and North of Mount Conness Way to Mount Conness Court: disk along back of houses and trail area. Split hillside and disk along trail.

DC. 251 4513 Hansen Park/ Nortonville

DC1. Open space area East of Hansen Park, South of Nortonville Way and North of Heacock Way: Disk along landscaping, splitting hills as required for 5 acre parcels.

DC2. Disk Open space area West and North of Hansen Drive, east of Judsonville Drive and south of Union Mine Drive, splitting hills as required for 5 acre parcels.

DC3. Open space area South of Judsonville Drive, from Empire Mine Road to 5281 Judsonville Drive: Disk behind houses and along fence lines, splitting hills as required for 5 acre parcels.

DC4. Open space area West of Dallas Ranch Road, North and East of Dallas Ranch Park to Mesa Ridge Drive: Disk along houses and pathways, splitting hills as required for 5 acre parcels.

DD. 254 4541 East side of Hillcrest

DD1. PG&E Power lines run North and South between Larkspur and Wildflower. The tower is on North side of Lotus Court. Go South along PG&E right of way and around the back of houses only on Lotus Court. South of hill on hillcrest side toward Lobelia Court and South towards and around 2908 Wildflower. Do Not continue power line South across Wildflower to Hillcrest.

DD2. Disk Open space area behind 3029 Larkspur Drive along house fence lines North toward Bluebonnet Court and East to Bluecurl Court.

- Continue Disking at entrance on Bluecurl Ct. then South along water tank fence line heading East along Mead St. Splitting hills as required for 5 acre parcels.

DD3. Disk Easement across from 3008 Bellflower Drive, behind houses to 3024 Larkspur Drive.

DD4. Disk Open space South of Baywood Circle and North of Hillcrest Ave. Splitting hills as required for 5 acre parcels.

DD5. Disk in back of houses along Ferngrove Way, then south behind Crestline Ct., Vista Hills Ct to Hidden Hills Court then around to Bellflower Drive. Splitting hills as required.

DD6. Disk Open space area East of Bluebell Circle, North of Folsom Drive and South to Donner Ct.

DD7. Disk open space area North of Meadow Lake Street including abutting property by Monterra Subdivision. Splitting hills as required by CCCFPD mandates. Avoid storm run-off area.

DE. 254 4542 Prewett Park, Open Space W of Hillcrest

DE1. Prewett Family Water Park (Lone Tree Way and Deer Valley Rd) – park open space; mow only, minimum 60 foot wide breaks, cross break every 30 feet as required. Mow along all pathways, 30 feet on either side when possible. Skate park circumference must be done as required.60 feet along walks when possible.

- **No work is to be performed in the Owl Sanctuary.**

DE2. EBMUD right of way (completed asphalt walkway area) from Walmart, go from the West entrance, continuing west to Deer Valley Rd., completing disking of both sides of pathways.

DE3. Disk the following open space area: North of Whitetail drive, West of Covelight Way and South of Blue Rock Drive. Splitting hillside as required.

DE4. Complete abatement in the following open space areas: South of Golden Bear Drive, West of Hillcrest Ave., and East of Fawn Hill Way

DF. 254 4544 Canada Hills

DF1. In the Open space area of the following: North of Vista Grande Drive, West of Steeplechase, Palomino and Colt Courts; Disk along houses and pathways as required, splitting hillside.

DF2. Disk the Open space area of the following:

- North of Laurel Rd.
- East of Hillcrest Ave
- South of Canada Hills Way

DF3. Disk the Open space area of the following (Cross breaks and split hill as required):

- Southeast corner of Hillcrest at Hidden Glen Drive east to Braemar St.
- South to homes along Spur Way and Chaps Ct.
- West to Hillcrest and North to starting area

DF4. Disk APN 053-040-086 Mendota Way Trail South of CCWD Corp Yard to 4629 Durness Court then East to CCWD Water Tanks.

DG. 256 4563 E 18th Street

DG1. Complete abatement of Storm channel at East 18th St. and Trembath heading east toward end of Trembath from sidewalk to back of fences behind homes on Yellowstone Drive.

DH. 256 4564 Mountaire and Harbour Park Areas

DH1. Complete abatement of PG&E power line right of way on Sunset Lane across from Mountaire Park. Continue to disk west to water tank.

DH2. Disk parcel behind homes on Felicia Ct, South to Cement V-ditch.

DH3. PG&E right of way, power lines on Elmo Rd. between Mountaire Drive and Greenridge Ct. Disk East towards Harbour Park at Ashurton Dr.

DH4. PG&E right of way power lines on Elmo Rd. between Greenridge Ct. and Hillside Rd. Disk East to Garrow Drive; continue East until power lines ROW joins together.

DH5. Disk Lynn Avenue North to power line towers South of Shaddick Drive.

DH6. Corner of Harris Drive and Shaddick Drive: disk under power lines to East Tregallas Rd.

DH7. West of Mountaire Park, north of Northridge and Danridge Cts. Hand work if needed.

DI. 256 4565 Contra Loma- James Donlon

DI1. Storm drain right-of-way, Contra Loma across from Luckys shopping center entrance; east side of road; and Somerset apartments towards Longview Road, complete abatement.

DI2. EBMUD right of way, south of Camby Road, from TreVista, west to Contra Loma Blvd, complete abatement of both sides of pathway.

DJ. 256 4566 Putnam Street

DJ1. EBMUD right of way, starts at Contra Loma Blvd/Putnam Street, continues to Rio Grande Drive, parallel to Mira Vista Court, then to Mission Drive, west of Mission continues to Gentrytown Drive, continues to Buchanan Road, complete abatement.

DK. 256 4568 Antioch Community Park Open Space

DK1. Open space area south side of James Donlon, from east side of Community Park, north of soccer fields and parking lot, disk entire parcel.

DL. 256 4569 Eagleridge Area

DL1. Open Space area, east of Eagleridge Drive, south of Rocky Point Drive, west of rock Island Drive; along fence lines, split hills as required.

DL2. EBMUD pathway from Deer Valley Rd., disk west to Ridgerock Drive, complete abatement including housing fence lines, both sides of pathway.

DM. 259 4591 Open Space

DM1. Disk perimeters and hillside as required of the following open space area:

- East of Meadow Creek Park/Carmen Dragon Elementary
- West of Canada Valley Rd.

OFFICIAL BID SUBMITTAL PAGE 1 OF 5 INITIAL HERE

CITY OF ANTIOCH
BID NO. 988-0225-21A

FIREBREAKS ALL ZONES PER CONTRACT YEAR

		Year 1 2020-2021	Year 2 2021-2022	Year 3 2022-2023	Year 4 2023-2024	Year 5 2024-2025	TOTAL ALL 5 YEARS
FA.	251 4511 Lone Tree Zone 1	7 K per year	7 K Per year	7 K per year	7 K per year	7 K per year	35 K
FB.	251 4512 Lone Tree Zone 2	6 K per year	6 K Per year	6 K per year	6 K per year	6 K per year	30 K
FC.	251 4513 Lone Tree Zone 3	7 K per year	7 K Per year	7 K per year	7 K per year	7 K per year	35 K
FD.	253 4531 Almondridge Zone 1	4 K per year	4 K Per year	4 K per year	4 K per year	4 K per year	20 K
FE.	254 4541 Hillcrest Zone 1	8 K per year	8 K Per year	8 K per year	8 K per year	8 K per year	40 K
FF.	254 4542 Hillcrest Zone 2	11 K per year	11 K Per year	11 K per year	11 K per year	11 K per year	55 K
FG.	254 4544 Hillcrest Zone 4	8 K per year	8 K Per year	8 K per year	8 K per year	8 K per year	40 K
FH.	255 4551 District 1-A	1 K per year	1 K Per year	1 K per year	1 K per year	1 K per year	5 K
FI.	256 4563 District 2A-3	3 K per year	3 K Per year	3 K per year	3 K per year	3 K per year	15 K
FJ.	256 4564 District 2A-4	5 K per year	5 K Per year	5 K per year	5 K per year	5 K per year	25 K
FK.	256 4565 District 2A-5	5 K per year	5 K Per year	5 K per year	5 K per year	5 K per year	25 K
FL.	256 4566 District 2A-6	3 K per year	3 K Per year	3 K per year	3 K per year	3 K per year	15 K
FM.	256 4568 District 2A-8	5 K per year	5 K Per year	5 K per year	5 K per year	5 K per year	25 K
FN.	256 4569 District 2A-9	5 K per year	5 K Per year	5 K per year	5 K per year	5 K per year	25 K
FO.	258 4572 District 2A-10	5 K per year	5 K Per year	5 K per year	5 K per year	5 K per year	25 K
FP.	259 4591 District 10	3 K per year	3 K Per year	3 K per year	3 K per year	3 K per year	15 K
FQ.	611 2320 Water Treatment Plant	6 K per year	6 K Per year	6 K per year	6 K per year	6 K per year	30 K
FR.	100 2196 Century/ Delta Fair	1 K per year	1 K Per year	1 K per year	1 K per year	1 K per year	5 K
	FA-FR Total:	93 K per year	93 K per year	93 K per year	93 K per year	93 K per year	465 K

OFFICIAL BID SUBMITTAL PAGE 2 OF 5 INITIAL HERE

CITY OF ANTIOCH
BID NO. 988-0225-21A

DISKING ALL ZONES PER CONTRACT YEAR

		Year 1 2020-2021	Year 2 2021-2022	Year 3 2022-2023	Year 4 2023-2024	Year 5 2024-2025	TOTAL ALL 5 YEARS
DA.	011 2320 Water Tanks	6 K per year	6 K per year	6 K per year	6 K per year	6 K per year	30 K
DB.	251 4512 Mokelumne/Mark Twain	4 K per year	4 K per year	4 K per year	4 K per year	4 K per year	20 K
DC.	251 4513 Hansen Park/Mortonville	5 K per year	5 K per year	5 K per year	5 K per year	5 K per year	25 K
DD.	254 4541 East side of Hillcrest	5 K per year	5 K per year	5 K per year	5 K per year	5 K per year	25 K
DE.	254 4542 Prewett Park, Open Space W of Hillcrest	5 K per year	5 K per year	5 K per year	5 K per year	5 K per year	25 K
DF.	256 4544 Canada Hills	4 K per year	4 K per year	4 K per year	4 K per year	4 K per year	20 K
DG.	256 4563 E 18th Street	3 K per year	3 K per year	3 K per year	3 K per year	3 K per year	15 K
DH.	256 4564 Mountaire and Harbour Park Areas	3 K per year	3 K per year	3 K per year	3 K per year	3 K per year	15 K
DI.	256 4565 Contra Loma - James Donlon	2 K per year	2 K per year	2 K per year	2 K per year	2 K per year	10 K
DJ.	256 4566 Putnam Street	2 K per year	2 K per year	2 K per year	2 K per year	2 K per year	10 K
DK.	258 4568 Antioch Community Park Open Space	2 K per year	2 K per year	2 K per year	2 K per year	2 K per year	10 K
DL.	256 4569 Eagleridge Area	3 K per year	3 K per year	3 K per year	3 K per year	3 K per year	15 K
DM.	259 4591 Open Space	3 K per year	3 K per year	3 K per year	3 K per year	3 K per year	15 K
DA-DM Total:		47 K per year	47 K per year	47 K per year	47 K per year	47 K per year	235 K

CITY OF ANTIOCH
BID NO. 988-0225-21A

GRAND TOTALS

FIREBREAK & DISKING ZONES COMBINED PER CONTRACT YEAR

Budget Line Item #		Year 1 2020-2021	Year 2 2021-2022	Year 3 2022-2023	Year 4 2023-2024	Year 5 2024-2025	TOTAL ALL 5 YEARS
1	Total Firebreak (FA-FR)	93,000	93,000	93,000	93,000	93,000	465,000
2	Total Disking (DA-DM)	47,000	47,000	47,000	47,000	47,000	235,000
	Additional or Contingency Work	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$125,000.00
	GRAND TOTAL	165,000	165,000	165,000	165,000	165,000	825,000

EXTRA WORK HOURLY RATE PER CONTRACT YEAR (INCLUDING LABOR, EQUIPMENT & MATERIALS)

Budget Line Item #		Year 1 2020-2021	Year 2 2021-2022	Year 3 2022-2023	Year 4 2023-2024	Year 5 2024-2025
3	DISKING:	150 Per hour	150 Per hour	150 Per hour	150 Per hour	150 Per hour
4	FLAIL MOWING:	150 Per hour	150 Per hour	150 Per hour	150 Per hour	150 Per hour
5	HANDWORK:	150 Per hour	150 Per hour	150 Per hour	150 Per hour	150 Per hour

CITY OF ANTIOCH
Firebreaks and Disking Bid No. 988-0225-21A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days)_____

Company Name McCauley Agricultural & Pest Service

Contact Name Glen McCauley

Title President - Owner

Address 2150 Elkins Way #205

City/State/Zip Brentwood, CA 94513

Telephone 925-634-1255 FAX n/a

Email Address gmccauleye mccauleyag.com

Contractor's License No. 1000044666 (DIR #) Exp. Date 6/21

City of Antioch Business License No._____ Exp. Date_____

Signature [signature] Date 2/22/21

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 988-0225-21A
1201 W 4TH STREET
ANTIOCH, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

Firebreaks and Disking Bid No. 988-0225-21A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME Glen McCauley

SIGNATURE

TITLE PRES

Subscribed and sworn to before me by: See Attachment

_____

This_____day of_____, 20____

_____

Notary Public

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

Subscribed and sworn to (or affirmed) before me on this 12 day of Febuary, 20 21 by Glen McCauley, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

CASSANDRA L. KNIGHT
COMMISSION #2259000
Notary Public - California
CONTRA COSTA COUNTY
MY COMMISSION EXPIRES
July 27, 2023

(Seal)

Cassandra L Knight
Signature

OPTIONAL DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Non Collusion Affidavit

Document Date: _____ Number of Pages: _____

Other Information: _____

California Notary Training CenterForm03-1/2015
www.canotarytrainingcenter.com

McCauley Agricultural & Pest Service have over 35 years of combined experience in the Pest and Weed Management industry.

Our Weed and Pest Professionals include Wildlife Trapping licenses, Pest Operator licenses, and QAL licenses.

We provide annual and recurring Firebreak and Vegetation management service for:

*City of Brentwood,

*Dow/Corteva,

*Delta Diablo Water,

*Knightsen School District

*East Contra Costa Fire Protection District.

Our equipment includes ATV's with boom sprayers, 8295 John Deere RT tractor, 5115 John Deer tractor's, Bobcat Mower with rotary and flail mower attachments, various size disks, and weed eaters.

McCauley Agricultural & Pest Service is proud to offer one of the most comprehensive set of services available. These encompass all aspects of Vegetation Management, Wildlife Management, Structural Pest, Wood Destroying Pest, as well as Turf and Ornamental.

Glen McCauley - President

EXHIBIT "B"

COMPENSATION

CITY OF ANTIOCH CALIFORNIA
OPPORTUNITY LIVES HERE

City of Antioch - Bid Tabulation Firebreak & Disking Weed Abatement Bid No. 988-0225-21A Closed: February 25, 2021, 2:00 p.m.

Vendor's Bid	Mccauley Agricultural & Pest	H&N Enterprises	Apex Grading
Firebreak Areas 5 Year Totals	$465,000.00	$497,865.46	$704,000.00
Disking Areas 5 Year Totals	$235,000.00	$250,814.55	$204,000.00
Grand Total of Firebreaks and Disking:	$700,000.00	$748,680.01	**$908,000.00**
Contingent work	$125,000.00	$125,000.00	**$125,000.00**
Grand Total:	$825,000.00	$873,680.01	$1,033,000.00
Extra Work Hourly Rate (Including Labor, Equipment & Materials)			
Disking Year 1	$150.00	$140.00	$110.00
Disking Year 2	$150.00	$145.00	$110.00
Disking Year 3	$150.00	$147.00	$110.00
Disking Year 4	$150.00	$150.00	$110.00
Disking Year 5	$150.00	$155.00	$110.00
Flail Mowing Year 1	$150.00	$165.00	$110.00
Flail Mowing Year 2	$150.00	$170.00	$110.00
Flail Mowing Year 3	$150.00	$175.00	$110.00
Flail Mowing Year 4	$150.00	$180.00	$110.00
Flail Mowing Year 5	$150.00	$185.00	$110.00
Handwork Year 1:	$150.00	$67.00	$33.00
Handwork Year 1:	$150.00	$70.00	$33.00
Handwork Year 1:	$150.00	$73.00	$33.00
Handwork Year 1:	$150.00	$75.00	$33.00
Handwork Year 1:	$150.00	$77.00	$33.00

NO BIDS
Alan's Rototilling & Weed Cutting
Brian's Tractor Service
Cartwright Ranch
Contra Costa Tree & Landscape
Finta Enterprises
Industrial Weed Control

EXHIBIT "C"

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 appropriates 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:

- **None Required**

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.

[***INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION) ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE SOLICITATION DOCUMENT. CONSULT THE CITY ATTORNEY IF NECESSARY***]

EXHIBIT "E"

FEDERAL REQUIREMENTS

[*INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS OF THE FEDERAL FUNDING SOURCE***]**

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Purchase of New Furniture for the City Hall Interior Modifications (P.W. 247-S)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute purchase orders with the various furniture providers using Cooperative Purchasing for a total combined not to exceed amount of $300,000.

FISCAL IMPACT

The fiscal year 20/21 Capital Improvement Budget includes $1,114,075 from the General Fund, $173,476 from Development Impact Fees and $369,636 from the Community Development Block Grant Fund for a total of $1,657,187 for the City Hall Modifications project ("Project").

DISCUSSION

On January 12, 2021, City Council awarded the Phase 1 portion of the Project which generally consists of performing interior modifications and improvements to the first and third floors of City Hall. The existing public bathrooms on the first floor will be renovated and reconfigured to be in compliance with Americans with Disabilities Act guidelines. Office space modifications will expand the workspace of both the Human Resources and Finance Departments and create new offices for the City Treasurer and City Clerk. Improvements to the City Manager, City Attorney and Economic Development Department reception areas will be performed to make the area more functionable. The existing Law Library will be converted into a conference room. New flooring will be installed throughout the entire first floor and portions of the third floor. New lighting and paint will be incorporated into the work. The existing concrete stairs will be covered with nonslip tread to increase safety. This project will be the first phase of remodeling City Hall. Future improvements are planned to consist of office modifications and workstation and furniture replacements in the basement and second floor.

This contract involves replacing aging and deteriorating workstations and furniture throughout the floors being remodeled. The COVID pandemic has influenced decisions made on workstation configurations and furniture materials being utilized. The City will

be utilizing cooperative purchasing agreements through two California Multiple Award ("CMAS") contracts to be administered by Samclar. Contract CMAS-4-12-71-0041B is with Gunlocke and contract 4-09-71-0087A is with Allsteel. Cooperative Purchasing is allowed by our Municipal Code section 4.12(C) of Title 3.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR NEW FURNITURE FOR THE CITY HALL INTERIOR MODIFICATIONS USING COOPERATIVE PURCHASING P.W. 247-S

WHEREAS, on January 12, 2021, City Council awarded the City Hall Interior Modifications ("Project") to the lowest, responsive and responsible bidder, Alex Kushner General, Inc;

WHEREAS, the City Council has considered replacing most of the existing furniture located on the first and third floors of City Hall as part of the Project;

WHEREAS, the City Council has considered authorizing the City Manager to execute purchase orders with various furniture providers using Cooperative Purchasing as allowed by City of Antioch Municipal Code Title 3, Section 4.12(C);

WHEREAS, the City desires to utilize CMAS contracts 4-09-71-0087A with Allsteel and 4-12-71-0041B with Gunlocke to be administered by Samclar to take advantage of cooperative purchasing and pricing; and

WHEREAS, the City has considered authorizing the City Manager to execute purchase orders for a total combined not to exceed amount of $300,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute purchase orders with various furniture providers using Cooperative Purchasing for a total combined not to exceed amount of $300,000.

* * * * * * *

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 23rd day of March 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Kevin Scudero, Associate Planner KS by ch

SUBMITTED BY: Forrest Ebbs, Community Development Director

SUBJECT: Ducky's Car Wash (UP-19-08, AR-19-15)

RECOMMENDED ACTION

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

1. Adopt the resolution approving the Ducky's Car Wash CEQA Addendum.
2. Adopt the resolution approving a Final Development Plan, Use Permit, and Design Review subject to conditions of approval (UP-19-08, AR-19-15).

FISCAL IMPACT

The project will generate sales tax revenue through the sale of car wash supply items as well as increased property tax revenue from the development of the property.

DISCUSSION

Requested Approvals

The applicant, Richard Miller, requests approval of an Addendum to the Bank of Agriculture and Commerce and Auto Spa project Initial Study/Mitigated Negative Declaration (IS/MND), a Final Development Plan, Use Permit and Design Review approval for a self-service car wash at the northwest corner of Lone Tree Way and Country Hills Drive (APN's 055-071-113, 055-071-114). Each request is described in detail below:

1. Addendum: Approval of the Addendum to the Bank of Agriculture and Commerce and Auto Spa project IS/MND prior to taking action on the other resolutions for the project.

2. Final Development Plan: The project is located in a previously approved Planned Development Zoning District (PD-06-02), therefore, approval of a Final Development Plan is required.

3. Use Permit: The Zoning Ordinance requires that a use permit be approved prior to the construction of any phase of an approved PD district.

4. Design Review: Design review of the project's architecture, design and landscaping is required.



Environmental

An Addendum to the Bank of Agriculture and Commerce and Auto Spa project Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the proposed project. The Addendum without attachments is provided as Attachment "G" to this staff report. The Bank of Agriculture and Commerce and Auto Spa project IS/MND and Addendum are also available online at https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/.

CEQA and CEQA Guidelines establish the type of environmental documentation that is required when changes to a project occur after adoption or certification of an IS/MND. Section 15164(b) states, "An addendum to an adopted Negative Declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR [Environmental Impact Report] or Negative Declaration have occurred."

In order to give a degree of finality to CEQA documentation, Section 15162 of the CEQA Guidelines states that when an Environmental Impact Report (EIR) has been certified or a negative declaration has been adopted for a project, no subsequent EIR or Negative Declaration (ND) shall be prepared for the project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, that one or more of the following occur:

1. Substantial changes are proposed in the project, which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, or the ND was adopted, shows any of the following:

    a. The project will have one or more significant effects not discussed in the previous EIR or ND,
    b. Significant effects previously examined will be substantially more severe than shown in the previous EIR or ND,
    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or
    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or ND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As explained throughout the attached Addendum, these three “thresholds” for triggering a Subsequent IS/MND have not been met; therefore, a Subsequent IS/MND is not required. As a result, an addendum is the appropriate environmental document for the project.

As part of the analysis in the Addendum, it was determined that a previous mitigation measure requiring the lengthening of the eastbound left turn pocket on Lone Tree Way at Country Hills Drive was no longer necessary because the amount of trips generated by the project was significantly reduced due to the removal of the proposed bank from the project on the adjacent parcel.

Background

On December 16, 2008, the City Council approved the Bank of Agriculture and Commerce and Auto Spa project. The project approvals included an IS/MND, Planned Development Rezone, Final Development Plan, Vesting Tentative Map, and Use Permit. The project also received Design Review approval from the Design Review board on December 10, 2008. The original project included the subdivision of the existing parcel into two parcels with a bank on the western parcel and a car wash on the eastern parcel. The applicant processed the lot subdivision but never constructed the project. The Planned Development zoning that permits the car wash does not expire but the Final Development Plan, Use Permit and Design Review approvals have since expired, which is why the applicant is going through the entitlement process again. The revised project only includes the development of a car cash on the eastern parcel and the western parcel is not part of this application, with the exception of a portion of the shared access driveway for the development. Any future development on the western parcel would be subject to a similar entitlement process as the Car Wash project.

ANALYSIS

Project Overview

The applicant proposes to construct an approximately 6,500 square foot self-service car wash with 23 covered vacuum stalls on an approximately 1.3-acre site at the northwest corner of the intersection of Lone Tree Way and Country Hills Drive. The proposed hours of operation during the winter for the car wash are seven days a week 8:00 AM to 5:00 PM and seven days a week 8:00 AM to 6:00 PM for the remainder of the year. The maximum number of employees on-site at any time will be five. This count includes the onsite Manager, service advisors and production employees that guide the customers onto the car wash conveyor system and offer customers any support they may require when using the vacuum stations. Additional project components include site landscaping, a trash enclosure and the construction of a deceleration lane along Lone Tree Way.

Project plans and a project description of the business are included as Attachments C and D, respectively, to the staff report.

General Plan, Zoning, and Land Use

The General Plan designation of the site is Business Park. The zoning of the site is Planned Development (PD-06-02). A car wash is allowed on this site subject to the approval of a Final Development Plan and Use Permit.

The surrounding land uses and zoning designations are noted below:

North:	Business Park / Planned Development (PD)
South:	Gas Station/Fast Food Restaurant / Planned Development (PD)
East:	Vacant Land / Planned Development (PD)
West:	Single Family Residential / Planned Development (PD)

Site Plan, Circulation and Parking

The proposed project will include an approximately 6,500 square foot self-service car wash located at the north end of the site with queuing space for twelve vehicles. The site will also have twenty-three covered vacuum stalls for customers exiting the car wash and seven uncovered parking stalls that will be used by employees. The Antioch Municipal Code does not have a specific parking standard for this type of car wash but the traffic impact analysis conducted for the previously approved 2008 project determined that seven parking spaces was sufficient for the site.

There is one driveway providing access to the subject site from Lone Tree Way. The driveway is located toward the western side of the property and will serve as access to both the Car Wash site and any future development on the parcel to the west. The flow of traffic for the site is designed so that vehicles entering from Lone Tree Way will proceed to the north end of the site and enter the car wash tunnel that will run west to east. Upon the exit from the car wash tunnel the vehicles will then travel east to west where they will then have access to the vacuum stalls before continuing on to the access driveway to exit the site. A deceleration lane will also be added along the project frontage to provide vehicles the opportunity to pull out of the flow of traffic and slow down to enter the site.

Section 3.1.6H of the Citywide Design Guidelines states that decorative paving treatments shall be incorporated into driveway entries, therefore staff has included a condition of approval that a decorative paving treatment be added to the driveway entry from Lone Tree Way.

Architecture

The proposed car wash building is designed to have a modern, clean and fresh look with white and light grey neutral colors, gold accent color and straight lines and edges. The building is designed with durable materials such as a CMU ground face block wainscoting, and steel framed wall above it. The main exterior finish materials are phenolic panels which are a durable composite wood material with a smooth finish and visible seam lines between the panels. The applicant states that the phenolic panels are “easy to clean, extremely weather resistant, do not melt with fire, extremely durable, and modern looking.” The roofing material will be a standing seam metal roof painted Tahoe Blue.

Diagonal windows and lines are introduced in the façade to provide an accent and add an interesting design feature to the building. Wood textured phenolic panels were also placed in a manner to provide mass and accent to the design of the structure. The applicant states that the “design concept is a transition out of a traditional look for car wash design and will provide something that stands out from other structures in the commercial neighborhood.”

The proposed vacuum canopies will have a blue fabric awning with an attached hose and trash receptacle. The vacuum hose will be attached to the adjustable crossbar. A detail of the vacuum canopy has been included as Attachment “H” to the staff report.

While the applicant has clearly put a lot of thought into the design of the building, the proposed design is not entirely consistent with the Citywide Design Guidelines. Section 3.1.4 of the guidelines encourages a regional architectural style such as Craftsman or Spanish Colonial Revival with the intent being that the architectural style will create a particular character and a sense of consistency throughout a commercial development. The design proposed by the applicant is not a regional architectural style. (The Citywide Design Guidelines are available on the city's website at https://www.antiochca.gov/community-development-department/planning-division/citywide-design-guidelines/.

Another area where the proposed building is not in compliance with the Citywide Design Guidelines are the types of materials being used. The guidelines state that the building materials should complement and blend with the surrounding environment and buildings. The proposed materials do not blend with the surrounding environment nor are they on the encouraged list of materials to be used.

Lastly, the project site has an adjacent parcel that potentially could be developed in the future. The current allowed uses on the adjacent parcel are either a bank or business offices. The expectation is that all of the buildings in a planned development are architecturally compatible and given the unique design of the proposed car wash building it may be difficult for any new building on the adjacent parcel to meet this expectation.

At the Planning Commission Hearing on February 17, 2021, the commission took staff's analysis of the proposed building design and compliance with the Citywide Design Guidelines into consideration. While the commission understood that the proposed building design was not entirely consistent with the Citywide Design Guidelines, they were receptive to the unique design the applicant was proposing and felt it was appropriate for this development. The Planning Commission voted 5-1, with one vacant seat, to recommend approval of the project to the City Council.

Signage and Landscaping

The proposed building and monument signage are not consistent with Citywide Design Guidelines for signage. The signage package utilizes internally illuminated acrylic signage for building and monument signs, which is not allowed per the design guidelines. The sign base is also not of approved materials and there are no architectural elements used to provide design interest.

The Citywide Design Guidelines encourage the use of durable materials and states that painted metal or wood are appropriate materials for signs. The guidelines also state that architectural elements such as columns or pilasters should be used to provide design interest and frame the sign.

The Planning Commission recommended that a revised sign package consistent with Citywide Design Guidelines be submitted for review and approval by the Zoning

Administrator. A copy of the proposed signage is included as Attachment "E" to the staff report.

The landscaping is located primarily around the perimeter of the site. The landscape plan includes a variety of drought tolerant trees, shrubs and ground cover that meet the City of Antioch standards. Additional trees were placed in the front landscape setback to provide additional screening of the vacuum stalls along Lone Tree Way.

ATTACHMENTS

A. Resolution approving the Addendum to the Bank of Agriculture and Commerce and Auto Spa IS/MND
B. Resolution approving the Final Development Plan, Use Permit, and Design Review for the Ducky's Car Wash Project
C. Project Plans
D. Project Description
E. Signage Plans
F. Contra Costa Fire Comment Letter
G. CEQA Addendum (no attachments)
H. Vacuum Canopy Detail

RESOLUTION NO. 2021-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTINGTHE ADDENDUM TO THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE BANK OF AGRICULTURE AND AUTO SPA PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT

WHEREAS, the City Council of the City of Antioch adopted Resolution No. 2008/111 Certifying the Initial Study/Mitigated Negative Declaration (IS/MND) for the Bank of Agriculture and Commerce and Auto Spa Project as adequate for addressing the environmental impacts of the project;

WHEREAS, the City received an application from Richard Miller to modify the Bank of Agriculture and Auto Spa Project, including a request for a Final Development Plan, Use Permit and Design Review for the development of a self-service car wash on 1.3 acres. The project is located on the northwest corner of Lone Tree Way and Country Hills Drive (APN's 055-071-113, 055-071-114);

WHEREAS, the City determined that the appropriate environmental document for the proposed Ducky's Car Wash project is an Addendum to the Bank of Agriculture and Commerce and Auto Spa Project (IS/MND);

WHEREAS, the Planning Commission, after notice, held a public hearing before said Commission on February 17, 2021, and recommended that the City Council adopt the Addendum to the Bank of Agriculture and Commerce and Auto Spa Project (IS/MND).

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

WHEREAS, on March 23, 2021, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

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

1. The foregoing recitals are true and correct.

2. **THE CITY COUNCIL** hereby finds that substantial changes are not proposed to the project that would require major revisions to the 2008 IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.

3. **THE CITY COUNCIL** hereby finds that substantial changes have not occurred with respect to the circumstances under which the project is undertaken requiring major revisions to the 2008 IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.

4. **THE CITY COUNCIL** hereby finds that there is no new information of substantial importance which was not known and could not have been known at the time the 2008 IS/MND was certified showing any of the following:

    a. The project will have a new significant effect not previously discussed in the 2008 IS/MND.
    b. The project will not cause any significant effect examined in the 2008 IS/MND to be substantially more severe.
    c. The mitigation measures in the 2008 IS/MND and adopted in the CEQA Findings for the 2008 Bank of Agriculture and Commerce and Auto Spa Project remain feasible but some have been modified to reflect the proposed project. All mitigation measures identified in this Addendum and required for the proposed project as identified in the 2008 IS/MND that are necessary to reduce the potentially significant impacts to a level of insignificance will be made a requirement of the project and are acceptable by the project proponent.
    d. There are no mitigation measures or alternatives which are considerably different from those analyzed in the 2008 IS/MND that would substantially reduce one or more significant effects on the environment.

5. **THE CITY COUNCIL** hereby finds that the removal of mitigation measure TRAN-1 requiring the lengthening of the left turn pocket on eastbound Lone Tree Way at Country Hills Drive is justified because the significant reduction of trips the revised project will generate does not trigger the need for the left turn lane to be lengthened.

BE IT FURTHER RESOLVED that the Addendum to the IS/MND for the Bank of Agriculture and Commerce and Auto Spa Project is HEREBY ADOPTED pursuant to the California Environmental Quality Act. All feasible mitigation measures for the project identified in the IS/MND, Addendum and accompanying studies are hereby incorporated into this approval.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch

RESOLUTION NO. 2021-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING A FINAL DEVELOPMENT PLAN, USE PERMIT AND DESIGN REVIEW (UP-19-08, AR-19-15) FOR THE DUCKY'S CAR WASH PROJECT

WHEREAS, the City received an application from Richard Miller, for approval of an Addendum Bank of Agriculture and Commerce and Auto Spa project Initial Study / Mitigated Negative Declaration, a Final Development Plan, Use Permit and Design Review for the development of a self-service car wash on 1.3 acres (UP-19-08, AR-19-15). The project site is located at the northwest corner of Lone Tree Way and Country Hills Drive (APN's 055-071-113, 055-071-114);

WHEREAS, the City determined an Addendum to Bank of Agriculture and Commerce and Auto Spa project Initial Study / Mitigated Negative Declaration is the appropriate environmental document pursuant to Section 15164 of the Guidelines of the California Environmental Quality Act;

WHEREAS, on February 17, 2021 the Planning Commission recommended adoption of the Addendum to the Bank of Agriculture and Commerce and Auto Spa project Initial Study / Mitigated Negative Declaration and recommended approval of a Final Development Plan, Use Permit and Design Review to the City Council;

WHEREAS, on March 23, 2021, the City Council adopted a resolution approving an Addendum to the Bank of Agriculture and Commerce and Auto Spa project Initial Study / Mitigated Negative Declaration;

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

WHEREAS, on March 23, 2021, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED, that the City Council makes the following findings for approval of a Final Development Plan:

1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability, and the uses proposed will not be detrimental to present or potential surrounding uses but instead will have a beneficial effect which could not be achieved under another zoning district;

2. The streets and thoroughfares proposed meet the standards of the City's Growth Management Program and adequate utility service can be supplied to all phases of the development because the project will be constructing all the required streets and utilities to serve the project. The Project will be required to pay for all improvements to the site as well as its fair share of impacts to all public services. The project has been reviewed and no significant impacts on utilities or services has been identified;

3. The commercial components of the Project are justified economically at the location proposed;

4. There are no residential components of the project;

5. There are no industrial components of the project;

6. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted. The project is substantially in conformance with zoning requirements for commercial developments;

7. The area surrounding the -D District can be planned and zoned in coordination and substantial compatibility with the proposed development; because the development is compatible with the surrounding neighborhood and the uses are consistent with the General Plan;

8. The Project and the PD District conform to the General Plan of the City in that the car wash use is an automotive use that is consistent with the General Plan designation of Business Park established for the project site.

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

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because the project has been designed to comply with the City of Antioch Municipal Code requirements.

2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance requires a use permit for all uses established in a Planned Development District (PD).

3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood. The site plan complies with the City of Antioch standards and contains adequate queuing space and parking for a car wash use.

4. That the site abuts streets adequate in width and pavement type to carry the kind of traffic generated by the proposed use. The project site is located at the intersection of Lone Tree Way and Country Hills Drive. Both streets are adequate in width and pavement type to carry the traffic generated by the proposed use.

5. That the granting of such use permit will not adversely affect the comprehensive General Plan because the proposed use is consistent with the General Plan designations of Business Park.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Antioch does hereby APPROVE a Final Development Plan, Use Permit, and Design Review for the development of a self-service car wash on 1.3 acres (UP-19-08, AR-19-15). The project site is located at the northwest corner of Lone Tree Way and Country Hills Drive (APN's 055-071-113, 055-071-114) subject to the following conditions:

A. GENERAL CONDITIONS

1. This approval expires two years from the date of approval by the City Council (March 23, 2023), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.

2. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments and other monies that are due.

3. The development and all proposed improvements shall comply with the City of Antioch Municipal Code and City Standards unless a specific exception is granted thereto or approved by the City Engineer.

4. All required easements or rights-of-way shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.

5. City staff shall inspect the site for compliance with conditions of approval prior to final inspection approval.

6. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way or easement, and peak commute-hour traffic shall not be impeded by construction-related activity.

7. All existing easements shall be identified on the site plan and all plans that encroach into existing easements shall be submitted to the easement holder for review and approval, and advance written permission shall be obtained from any property owner or easement holder for any work done within such property or easement.

B. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code § 5-17.05. Requests for alternative days/times may be submitted in writing to the City Manager for consideration.

2. The project shall comply with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.

3. Standard dust control methods shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with the contact number of the Developer, the Bay Area Air Quality Management District and the City.

4. Driveway access to neighboring properties shall be maintained at all times during construction.

C. UTILITIES

1. All existing and proposed utilities (e.g. transformers and PMH boxes) shall be undergrounded and subsurface in accordance with the Antioch Municipal Code, except existing P.G.& E. towers, if any, or as approved by the City Engineer.

2. Prior to issuance of a building permit, the applicant shall submit hydrologic and hydraulic calculations for review to the City for design and construction of storm drain facilities that adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of watershed.

3. All storm water flows shall be collected onsite and discharged into an approved public storm drain system.

4. Trash enclosures shall drain to sanitary sewer, subject to the requirements of Contra Costa County Environmental Health and shall incorporate methods to contain runoff at the front-gate and pedestrian access point to prevent storm water from entering the enclosure.

5. The sewer collection system shall be constructed to function as a gravity system.

6. A reduced pressure backflow preventer assembly shall be installed on all City water meter services.

7. All onsite utilities outside a public utility easement or as determined by the City Engineer shall be privately owned and maintained and connected to public facilities in accordance with City Standards.

8. Double detector check valve backflow assemblies shall be installed at each end of the private fire line and enclosed within easements granted to the City.

9. The developer shall provide adequate water pressure and volume to serve this development, as approved by the City Engineer. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi.

10. The applicant shall install all infrastructure to serve the site. Infrastructure for access to the site (sewer, water, storm, joint trench, and surface improvements) shall be completed prior to issuance of a certificate of occupancy for the site.

11. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.

D. LANDSCAPING

1. Sight distance triangles shall be maintained per AMC § 9-5.1101, Site Obstructions at Intersections, or as approved by the City Engineer. Landscaping and signage shall not create a sight distance problem.

2. Detailed landscaping and irrigation plans for the entire site shall be submitted to the City for review and approval. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy for this building.

3. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S The State Model Water Efficient Landscape Ordinance (MWELO). Prior to issuance of a building permit, the applicant shall demonstrate compliance with the applicable requirements of the MWELO in the landscape and irrigation plans submitted to the City.

4. Landscape shall show immediate results. Landscaped areas shall be watered, weeded, pruned, fertilized, sprayed, and/or otherwise maintained as necessary. Plant materials shall be replaced as needed to maintain the landscaping in accordance with the approved plans.

5. All trees shall be a minimum 24" box size and all shrubs shall be a minimum 5-gallon size.

6. Landscaping on sidewalk planters along property and adjacent property (APN 055-071-113) frontage along Lone Tree Way shall be installed to the satisfaction of the City Engineer.

E. FIRE REQUIREMENTS

1. All requirements of the Contra Costa Fire District shall be met.

F. FEES

1. The developer shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.

2. The developer shall pay all pass-through fees required by the development

3. The property shall annex into Street Lighting and Landscape District 2A Zone 9 and accept a level of annual assessments sufficient to maintain streetlights and landscaping adjacent to the project. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.

G. GRADING

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

2. The final grading plan for this development shall be approved by the City Engineer and signed by a California licensed civil engineer. No grading is allowed without a grading permit issued by the Building Department.

3. All elevations shown on the grading and improvement plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, or as approved by the City Engineer.

4. All slopes shall drain to approved drainage facilities as approved by the City Engineer.

5. Wall and fence locations and elevations shall be included on the grading plan.

6. Any existing wells or septic systems on the property shall be properly abandoned under permit from the Contra Costa County Environmental Health Department.

7. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.

8. Swales adjacent to structures shall have a minimum of a 1% slope or as directed by the City Engineer.

9. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.

10. Retaining walls shall be of masonry construction and shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.

11. All retaining walls shall be reduced in height to the maximum extent practicable and any walls or signage shall meet the height requirements in the setback and sight distance triangles as required by the City Engineer.

H. <u>CONSERVATION/NPDES</u>

1. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. An Operation and Maintenance Plan (O&M) for the treatment and flow-controls in the approved SWCP shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits and shall be included in the project CC&Rs. Prior to building

permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.

2. The following requirements of the federally mandated NPDES program (National Pollutant DISCHARGE Elimination System) shall be complied with as appropriate, or as required by the City Engineer:

   a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.

   b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

   c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.

   d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.

e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.

f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.

g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.

h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.

j. Install on all catch basins "No Dumping, Drains to River" decal buttons.

k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.

l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.

m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.

n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.

o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.

p. Install full trash capture device(s) in storm water catch basins that collect water from the project site. A "full trash capture device" is defined as any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Selected devices must be detailed on the building permit plan submittal and approved by Public Works prior to installation.

I. PROPERTY MAINTENANCE

1. A parking lot sweeping program shall be implemented on all parcels within the development that, at a minimum, provides for sweeping immediately prior to the storm season and prior to each storm event.

2. The project shall comply with AMC § 5-1.204. Upon development of the adjacent parcel (APN 055-071-113) the applicant shall enter into an approved maintenance agreement reflective of standards contained in AMC § 5-1.204(G). The approved maintenance agreement shall cover all of the parcels within the development.

3. The property maintenance agreement shall be recorded on all future parcels in the development.

4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

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

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

2. The applicant shall mitigate any impacts on wildlife, including State and Federally listed threatened and endangered species, and their habitat by compliance with one of the following:

a. Implementing, or making enforceable commitments to implement, all applicable mitigation measures in the project environmental documents, as well as any additional measures as may be required by the California Department of Fish & Wildlife (CDFW) or the U.S. Fish & Wildlife Service (FWS), and obtaining a letter(s) from CDFW and FWS stating that the project has fulfilled the requirements of applicable State and Federal wildlife protection laws and regulations; or
b. Complying with applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or
c. Complying with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.

K. PROJECT SPECIFIC CONDITIONS

1. This final development plan, use permit and design review approval applies to the development of Ducky's Car Wash as depicted on the project plans and materials submitted to the Community Development Department on May 15, 2020.

2. All on-site curbs, gutters and sidewalks shall be constructed of Portland cement concrete.

3. Asphalt paving shall have a minimum slope of 2%, concrete paving shall have a minimum slope of 0.75%, and asphalt paving for identified accessible parking stalls and access routes may have a minimum slope of 1.5% and a maximum 2% slope, or as approved by the City Engineer.

4. All access drive aisles shall be constructed per current ADA and City standards, subject to review and approval by the City Engineer.

5. The applicant shall install and maintain parking lot and pathway lights and landscaping within the project area at no cost to the City.

6. The parking lot striping and signing plan shall be approved by the City Engineer.

7. All parking spaces shall be double-striped, and all parking lot dimensions shall meet minimum City of Antioch Municipal Code requirements.

8. The applicant shall show a turning template on the site plan verifying that trucks can safely ingress, egress, and successfully maneuver throughout the site.

9. All cracked, broken or damaged concrete curb, gutter and/or sidewalks along Lone Tree Way (in the public right-of-way along the project frontage) shall be removed and replaced as required by the City Engineer and at no cost to the City.

10. A revised sign package consistent with the Citywide Design Guidelines for signage shall be submitted for Zoning Administrator approval prior to issuance of building permits for building and monument signage.

11. No more than ten percent (10%) of parking spaces shall be compact per AMC §9-5.1711.

12. No Parking Any Time (R26) signage shall be installed per California MUTCD standards at locations along project frontage as approved by the City Engineer.

13. The existing curb ramp at the corner of Lone Tree Way and Country Hills Drive shall be modified if necessary, to meet current ADA requirements.

14. The garbage company shall provide approval for the location of all trash enclosures, subject to the approval of the City Engineer. Trash enclosures shall not be located within any easement areas.

15. A stop sign shall be installed at driveway exit onto Lone Tree Way.

16. Mutual access and parking agreement shall be recorded with adjacent parcel (APN 055-071-113) as approved by the City Engineer.

17. No overnight parking of vehicles shall be allowed onsite.

18. No outdoor storage shall be allowed.

19. The project shall install bicycle parking stalls per the requirements of Antioch Municipal Code Section 9-5.1707

20. Decorative paving shall be added to the project driveway at the entrance to the development.

21. The flat surface of the building façade along the EBMUD trail shall be planted or landscaped to deter graffiti and provide visual articulation on that façade.

22. In alignment with the City's adopted Climate Action Plan (2010), the City requires this development to install at least 1 "Idle Free" incidental sign encouraging drivers not to idle their vehicle in order to reduce air pollution and greenhouse gas emissions. The City recommends the sign be placed in an area where drivers are likely to see it when they park and wait, such as at the beginning of a drive thru or pick up area. The sign's location shall be shown on plans and shall be reviewed

and approved by staff at the building permit stage. The City requires that the sign be 12”x18” and meet existing City requirements for signage, such as for no parking signs, traffic sign mounting, and signage in the right of way. The applicant shall visit the Idle Free Bay Area website at https://idlefreebayarea.org/resources/ in order to view a sample bilingual Idle Free sign. This template sign can be used by the applicant when having a sign designed and printed.

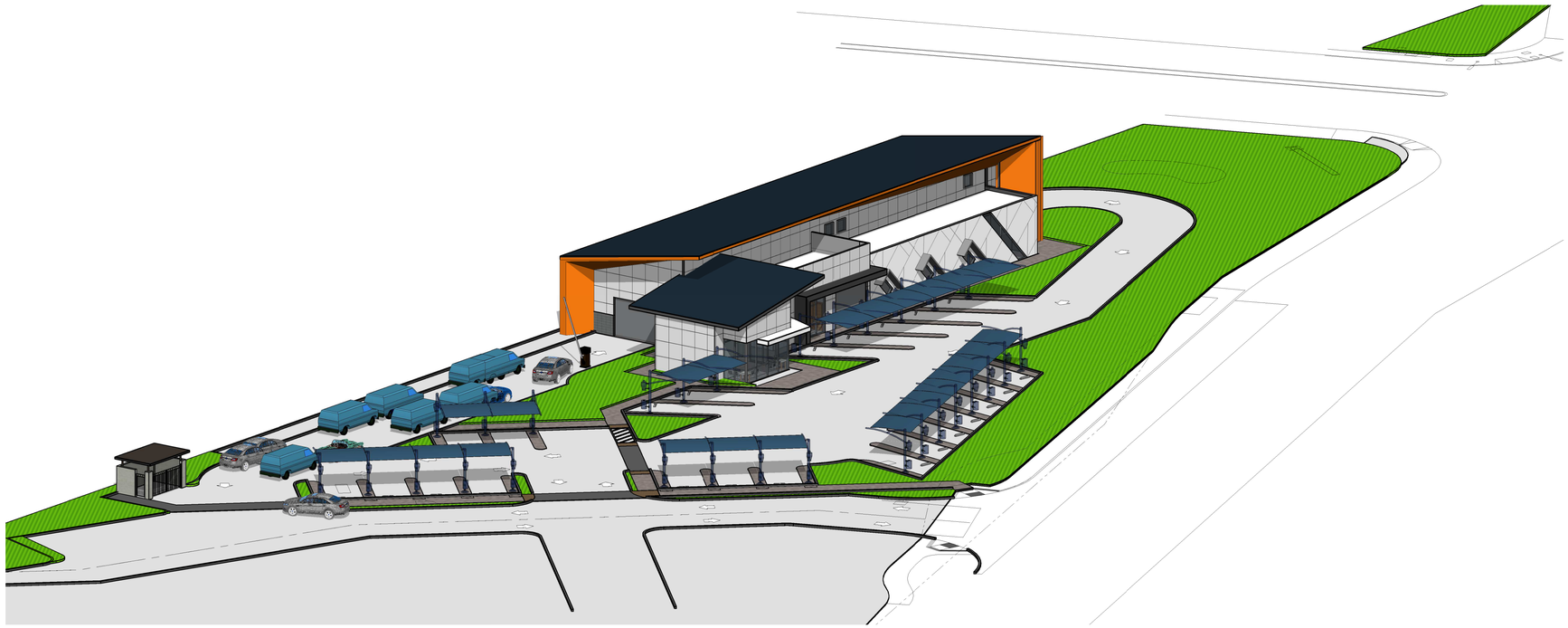
23. The landscaping shown on the small remainder parcel at the northeast corner of Lone Tree Way and Country Hills Drive (APN 055-071-115) shall be removed, The owner is responsible for maintenance of this small remainder parcel and should reach out to the East Bay Municipal Utility District to inquire about deeding the parcel to them.

* * * * * * * *

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 23rd day of March, 2021 by following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch



1 A-0 AERIAL VIEW

SHEET INDEX

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C-2.1	HORIZONTAL CONTROL PLAN
C-3.1	GRADING PLAN
C-3.2	CONTROL PLAN
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C-5.1	STORM WATER CONTROL PLAN
L-1	IRRIGATION PLAN
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DTL-1	LANDSCAPE DETAILS
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A-2	FLR. PLAN & ROOF PLAN
A-3	ELEVATIONS
A-4	PERSPECTIVES
E0.01	SYMBOL LIST AND CUTSHEETS
E1.00	SITE LIGHTING PLAN
E1.01	SITE LIGHTING CALCULATIONS

OPERATION:
Ducky's Express Car Wash will be a car wash business providing fast, efficient services to car wash customers at a very reasonable price. The Express Car Wash differs from a traditional "Full Service Car Wash" in that the customer is given the option of using the sites vacuum systems themselves versus paying the business for that portion of a traditional full serve car wash.

Our new car wash facility will utilize the newest in car wash technology. The process starts when a customer pulls onto our "Dual Belt Conveyor" system. Think of the conveyor as a moving carpet as opposed to the traditional steel rail conveyor. Below is a picture of such a Dual Belt Conveyor.

As you can see, the car rides through the car wash tunnel on a flush mounted, user-friendly belt system. This provides a much safer manner in which to move the car along the wash process both for the customer and the employees of the business.

After emerging from the tunnel, customers will have the option to utilize an array of free vacuums provided to the customer for their convenience. In addition to the vacuum system, each vacuum station will offer the customer an air nozzle for getting into the hard to reach area behind the vehicle side mirrors. clean towels and convenient garbage bins at each station. The end result is a vehicle washing experience that takes less than five minutes to deliver and results in a very CLEAN, SHINY AND DRY car.

Customers will also like the lower prices that come with the Express Exterior Car Wash process, with prices starting at about $12.00 for a base wash. Customers will also have the option to join our "Monthly Unlimited Wash Club", where one can wash as many times as convenient in a 30 day period of time. The Ducks Unlimited Monthly Wash Plans start at $24.99.

Our car wash will meet and exceed all standards for water conservation, and energy efficiency. This location will join our other Bay Area Car Wash locations as a Member of the Bay Area Green Business Coalition and we support and offer discounts to alternative energy vehicles.

The business will be open seven days a week from 8am to 6pm from March through October and from 8am to 5pm from November through February.

PROJECT NAME:

DUCKY'S CAR WASH

PROJECT ADDRESS:

LONE TREE WAY & COUNTRY HILLS DRIVE,
ANTIOCH CA 94509

APN:

APN: 055-071-113 IS PART OF THE ACCESS ROADWAY RELATED TO THE CAR WASH DEVELOPMENT ON PARCEL'S 055-071-1554 AND 055-071-114-7

PROJECT DESCRIPTION

NEW SINGLE STORY CAR WASH TUNNEL W/ OFFICE SPACE AND CUSTOMER LOUNGE & RESTROOMS. INCLUDES PARKING AREAS FOR EMPLOYEES AND CUSTOMERS W/ COVERED SELF SERVICE VACUUM STALLS.

THE CAR WASH PROJECT TO BE LOCATED AT THE CORNER OF LONE TREE WAY AND COUNTRY HILLS DRIVE BY DUCKY'S CAR WASH WILL BE A MODERN, CLEAN AND EFFICIENT CAR WASHING SOLUTION. .

BUILDING DESIGN:

The car wash building is designed to have a modern, clean, and fresh look, with white and light grey neutral colors, and straight lines and edges. Design concept is a transition out of traditional look for car wash design, and provide something that will stands out with other structures around the commercial neighborhood. This will attract local and transient customers around the area. It will keep the business going and will be generating profit which will be in favor for both the business owner, the community, and the City of Antioch.

The building is designed with durable materials such as at the base which is a CMU ground face block walls wainscoting, and wall steel-framed above it. Supported by metal stud framing are the main exterior finish materials called phenolic panels. These materials are easy to clean. It is extremely weather resistant, and does not melt with fire, extremely durable, and modern looking. Roofing material will be standing seam metal roof, in light bluish-grey neutral color that blends with the color of the walls, and the rest of the building materials used.

Diagonal windows and lines is introduced in the façade to create accent and interesting design feature of the building. Wood textured phenolic panels were also placed continuously from the end corner wall up to the roof, then tapering to the other end then down wall. Another design feature of the car wash that provided mass and accent to the design of the structure.

CONDITION:
ANY DEVELOPMENT ON THE ADJACENT PARCEL WILL NEED TO BE ARCHITECTURALLY COMPATIBLE WITH THE CAR WASH DESIGN.

PROPOSED OFF-SITE IMPROVEMENTS:
Scope of work for the proposed off-site improvements include the following:
1. Construction of deceleration lane (right-turn) to site.
2. Construction of new driveway.
3. Striping and Signage.
4. The above works requires right-of-way dedication to the City.

SITE DESIGN AND LANDSCAPE:

Enhanced landscaping is provided along all the perimeters at a low level height of less than 32 inches in height. This allows a view to the Car Wash and at the same time is used as buffer to minimize noise that is coming from car washing and vacuum equipment.

The site is designed to allow efficient traffic flow of incoming and outgoing vehicles. Cars that need to be serviced for car washing has been provided with access road on the perimeter of the lot so that cars will go around the property without interrupting the vehicles inside the lot that is serviced to operate the vacuum equipment.

MONUMENT SIGN:
The monument sign is composed of Lexan-polycarbonate faces and translucent vinyl graphics with aluminum frame and backlit with LED strip lights. The base is made out of Aluminum cladding with Tex coat finish painted SW"Cityscape" MA

ATTACHMENT C

C1

COVER SHEET
A-0
4/10/2020

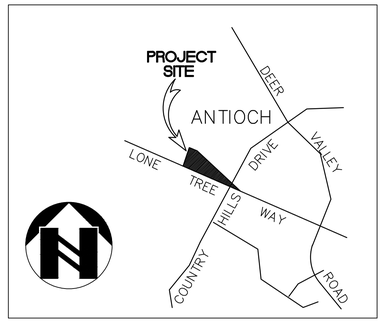
DUCKY'S CAR WASH
Richard Miller
Lone Tree Way Cor. Country Hills Drive
Antioch CA 94509

LDA Partners
DESIGNERS & ARCHITECTS

GENERAL ABBREVIATIONS / LEGEND

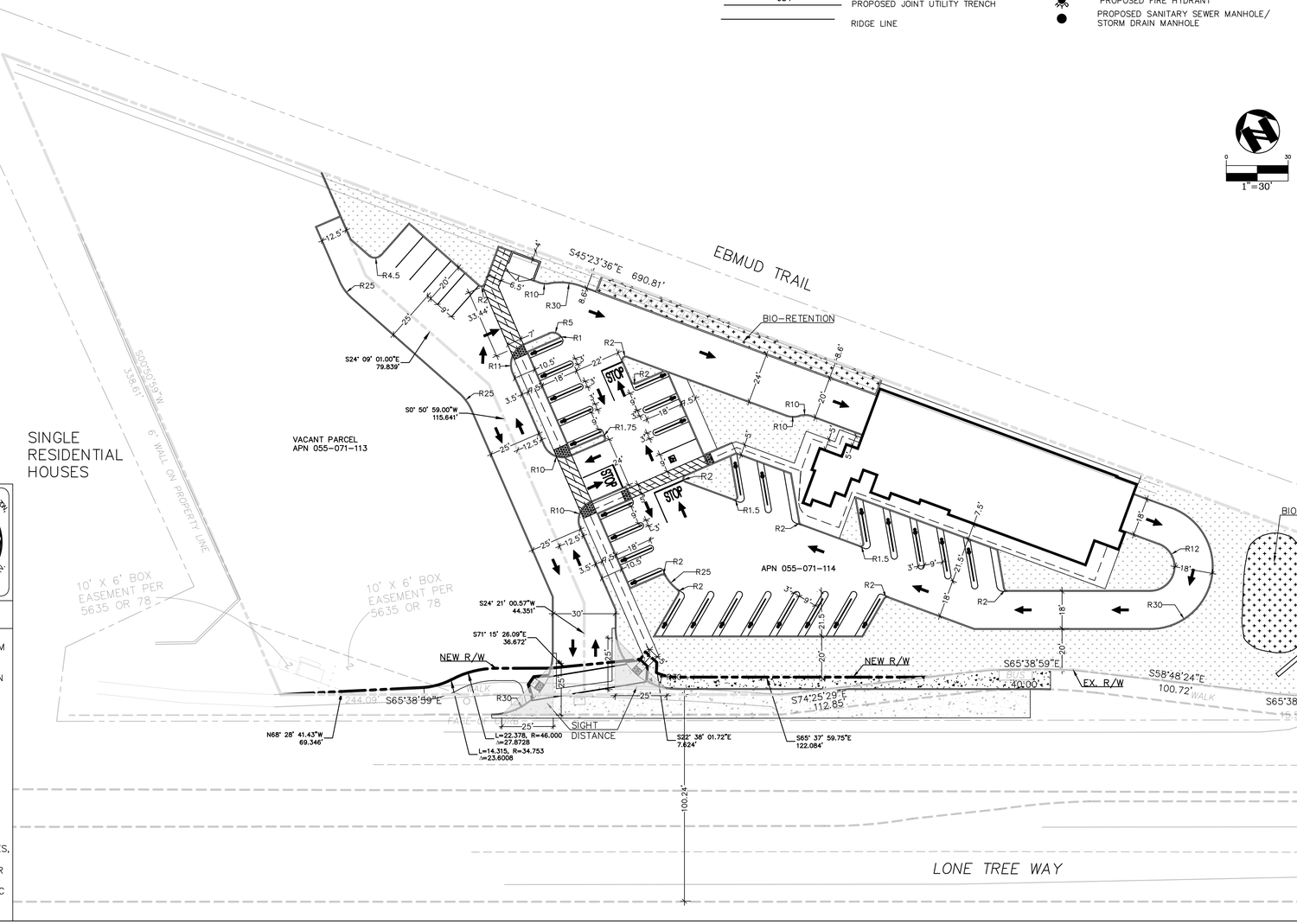
BFP	BACKFLOW PREVENTER
CB	CATCH BASIN
CL	CENTERLINE
DCV	DETECTOR CHECK VALVE
DE	DIRT ELEVATION
DWY	DRIVEWAY
E	ELECTRICAL LINE
EB	ELECTRIC BOX
EP	EDGE OF PAVEMENT
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISHED FLOOR
FL	FLOWLINE
FS	FINISHED SURFACE/FIRE SERVICES
G	GAS PIPE
GB	GRADE BREAK
GM	GAS METER
GP	GUARD POST
GR	GRATE
HCR	HANDICAP RAMP
INV	INVERT
JP	JOINT POLE
JT	JOINT TRENCH
LF	LINEAR FEET
MW	MONITORING WELL
OHE	OVERHEAD ELECTRIC
OHT	OVERHEAD TELEPHONE
PAE	PUBLIC ACCESS EASEMENT
PB	PULL BOX
PCC	PORTLAND CEMENT CONCRETE
PG&E	PACIFIC GAS & ELECTRIC
PIV	POST INDICATOR VALVE
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RIDGE LINE
RCP	REINFORCED CONCRETE PIPE
RPP	REDUCED PRESSURE PRINCIPLE BACKFLOW
SD	STORM DRAIN PIPE
SDCB	STORM DRAIN CATCH BASIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER PIPE
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
T	TELEPHONE LINE
TC	TOP OF CURB
TH	TOP OF CONCRETE HEADER
TORW	TOP OF RETAINING WALL
TP	TELEPHONE POLE
TS	TRAFFIC SIGNAL
TSB	TRAFFIC SIGNAL BOX
VG	VALLEY GUTTER
W	WATER PIPE
WM	WATER METER
MW	MONITORING WELL
	POWER POLE
	IRON PIPE
	RAILROAD SPIKE
	STANDARD CITY MONUMENT
	SURVEY MONUMENT
	STORM DRAIN MANHOLE

- STREET SIGN
- STREET LIGHT
- WATER VALVE
- TREE WITH SIZE
- TREE REMOVAL
- TRANSFORMER
- BARBED WIRE FENCE
- CHAIN-LINKED FENCE
- WOOD FENCE
- SAWCUT LINE
- WALL
- EXISTING STORM DRAIN CATCH BASIN
- EXISTING WATER METER / GAS METER
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- EXISTING WATER VALVE
- EXISTING GAS VALVE
- EXISTING CONTOUR
- EXISTING ELEVATION
- TC – TOP OF CURB ELEVATION
  FS – FINISHED SURFACE
- GR – GRATE ELEVATION
- FL – FLOW LINE
- HP – HIGH POINT
- PROPOSED CONTOUR
- SLOPE
- PROPOSED CURB
- PROPOSED BIOSWALE CURB
- PROPOSED CURB AND GUTTER
- PROPOSED FIRE LANE
- HANDICAP RAMP
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING ELECTRICAL LINE
- EXISTING TELEPHONE LINE
- PROPOSED FIRE SERVICE
- PROPOSED WATER LINE
- PROPOSED GAS LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED ELECTRICAL LINE
- PROPOSED TELEPHONE LINE
- PROPOSED JOINT UTILITY TRENCH
- RIDGE LINE
- PROPOSED FENCE
- PROPERTY LINE
- MATCH LINE
- LIMIT OF DEMOLITION
- GRADE BREAK
- PROPOSED CONTOUR
- SLOPE
- PROPOSED GAS VALVE
- OVERLAND RELEASE
- CONTROLLER CABINET
- FIRE HYDRANT
- GUY POLE
- HANDICAP SPACE
- PROPOSED STORM DRAIN CATCH BASIN
- PROPOSED WATER METER / GAS METER
- PROPOSED SANITARY SEWER CLEANOUT
  PROPOSED STORM DRAIN CLEANOUT
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE/
  STORM DRAIN MANHOLE



VICINITY MAP

N. T. S.



PROJECT DATA

BASIS OF BEARINGS:
ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE III, ESTABLISHED FROM THE EXISTING MONUMENTAL LINE OF LONE TREE WAY AS SHOWN ON CONTRA COSTA COUNTY PRECISE SECTION OF THE STREETS AND HIGHWAYS PLANS NO. 6971 FILED IN BOOK 5708 OF OFFICIAL RECORDS, AT PAGE 456, BEARING SHOWN AS SOUTH 73° 10' 52" EAST. FOR GROUND DISTANCES, MULTIPLY EXPRESSED DISTANCES BY 1.00007.

BENCHMARK:
BM IS CCCO.#3061 ELEVATION= 150.131'. IS EBMUD DISK SET IN EAST SIDE OF CONCRETE M.H. OVER THE NORTHERN EBMUD AQUADUCT 75'+– NORTH OF LONE TREE WAY 325'+– WEST OF LONE TREE WAY. DISK STAMPED (P185+26.97 P185+62.80 ELEV. 149.871).

UTILITY NOTES:
1. ALL UTILITIES SHOWN HEREON ARE BASED ON USA MARKINGS IN THE FIELD, FIELD APPURTENANCES, AND MAPS THAT WERE OBTAINED FROM THE LOCAL AGENCIES.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPE SIZES AND/OR STRUCTURES SHOWN ON THIS SURVEY WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE LOCATION OF ANY UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

APN 055-071-113
APN 055-071-114
APN 055-071-115

CALL BEFORE YOU DIG USA 800-227-2600 — CITY UTILITIES, VERIZON, SBC, P.G&E., CABLE TV.

HORIZONTAL CONTROL PLAN

C-2.1 05-1930

March 23, 2020

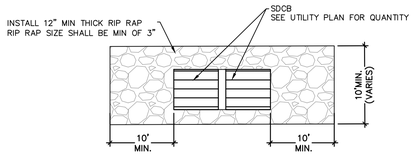
DUCKY'S CAR WASH

Richard Miller
Lone Tree Way cor. Country Hills Drive
Antioch, Contra Costa County, California

ams associates, inc. PLANNING ENGINEERING SURVEYING
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

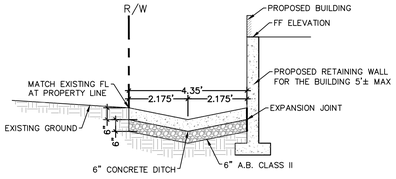
LDA Partners
DESIGNERS & ARCHITECTS

C2



DETAIL 1

NOT TO SCALE



SECTION B–B

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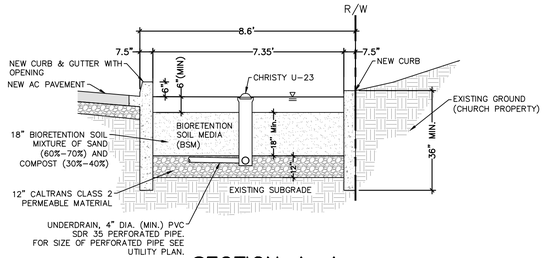

SECTION A–A

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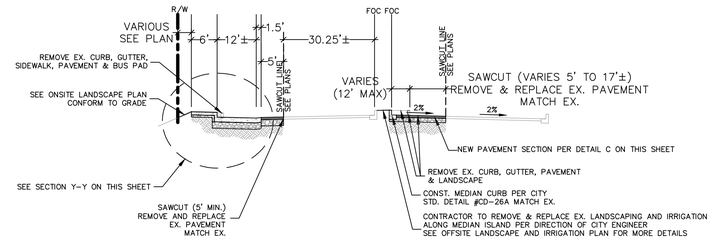
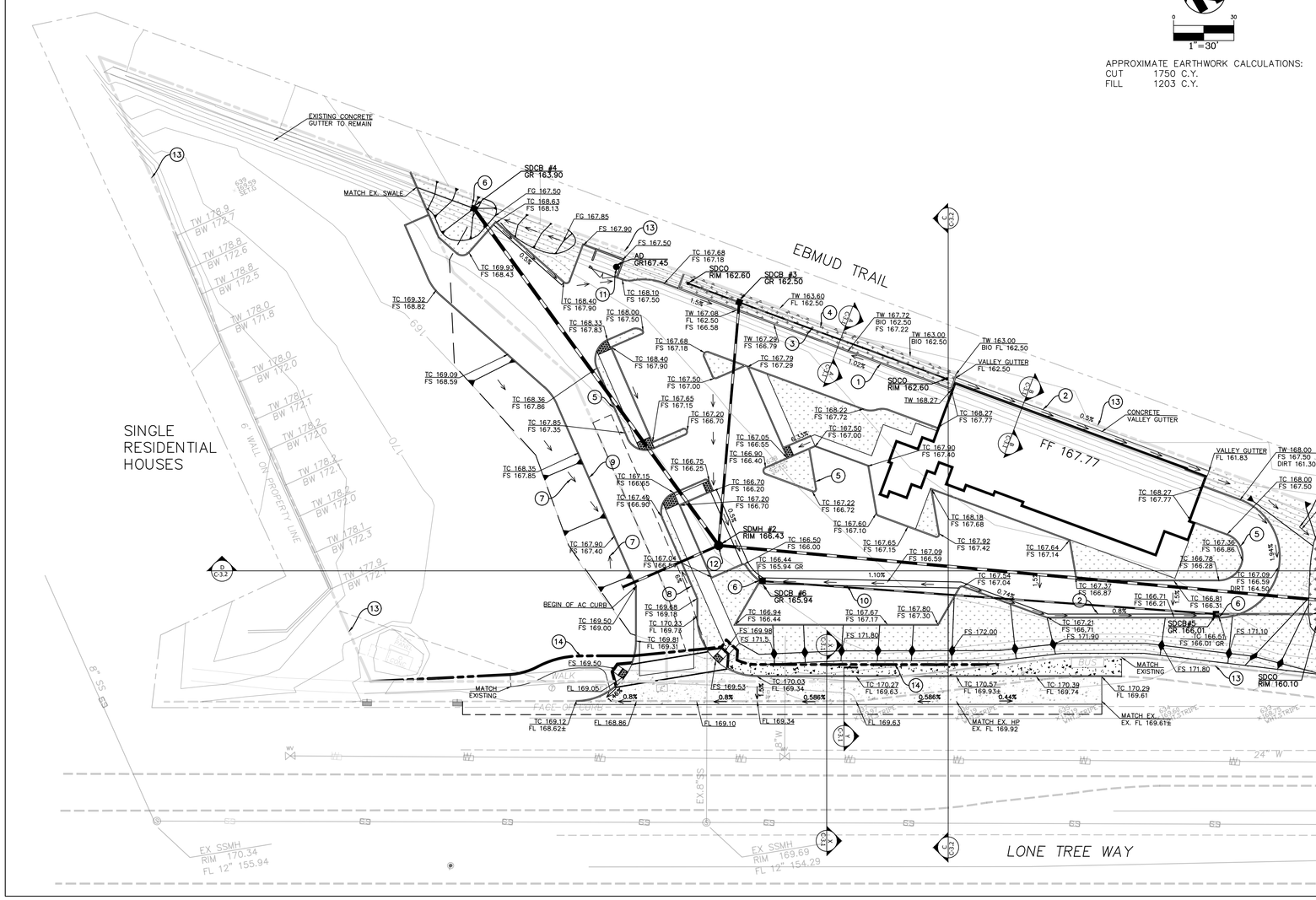
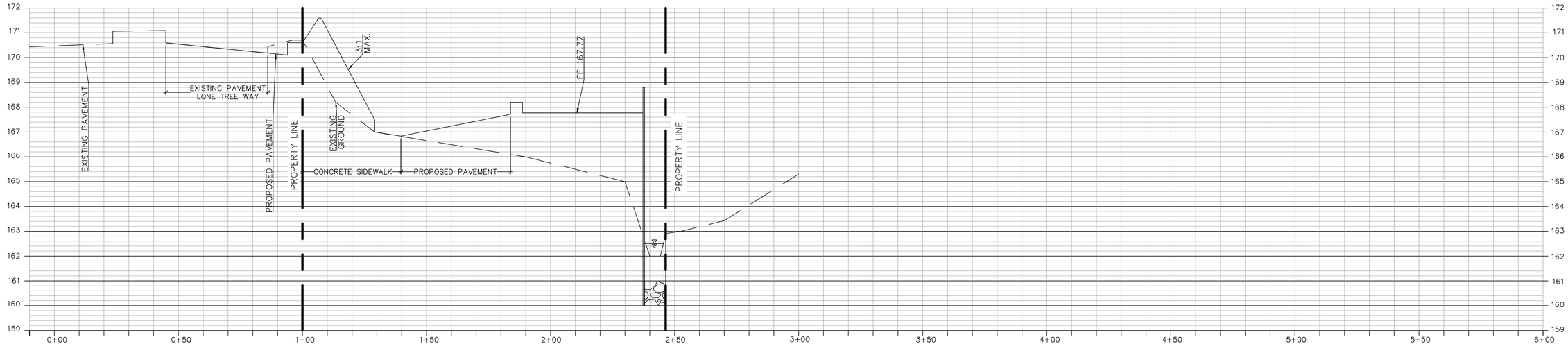


TYPICAL SECTION FOR LONE TREE WAY – SECTION X–X

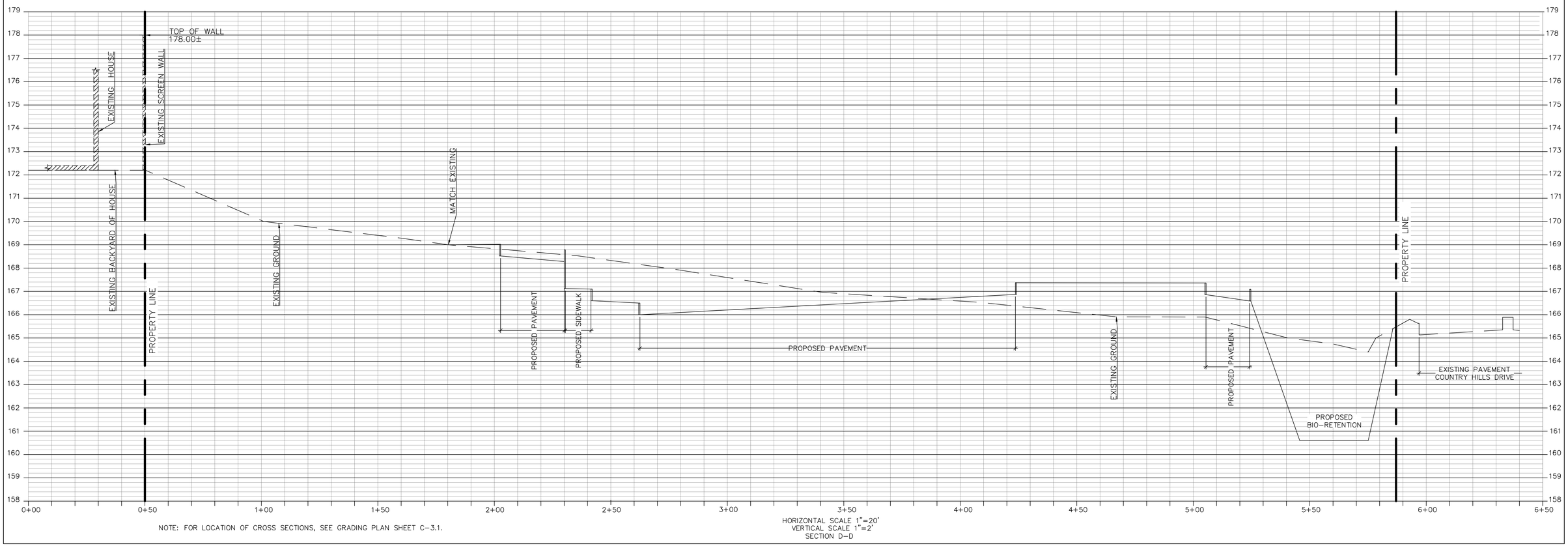
NOT TO SCALE


EXISTING CONCRETE
GUTTER TO REMAIN
MATCH EX. SWALE
SDCB #4
GR 163.90
FG 167.50
TC 168.63
FS 168.13
FG 167.85
FS 167.90
FS 167.50
AD
GR167.45
TC 169.93
FS 168.43
TC 169.32
FS 168.82
TC 168.40
FS 167.90
TC 168.10
FS 167.50
TC 168.00
FS 167.50
TC 168.33
FS 167.83
TC 167.68
FS 167.18
TC 168.40
FS 167.90
TC 169.09
FS 168.59
TC 168.36
FS 167.86
TC 167.85
FS 167.35
TC 168.35
FS 167.85
TC 167.90
FS 167.40
TC 167.04
FS 166.54
TC 167.68
FS 167.18
SDCO
RIM 162.60
SDCB #3
GR 162.50
TW 163.60
FL 162.50
TW 167.08
FL 162.50
FS 166.58
TW 167.22
BIO 162.50
FS 167.22
TW 163.00
BIO 162.50
TW 167.29
FL 166.79
TC 167.79
FS 167.29
TW 163.00
BIO FL 162.50
VALLEY GUTTER
FL 162.50
TW 168.27
TC 168.22
FS 167.72
TC 167.50
FS 167.00
TC 167.65
FS 167.15
TC 167.20
FS 166.70
TC 167.05
FS 166.55
TC 166.90
FS 166.40
TC 166.75
FS 166.25
TC 166.70
FS 166.20
TC 167.20
FS 166.70
TC 167.15
FS 166.65
TC 167.49
FS 166.99
TC 167.22
FS 166.72
TC 167.60
FS 167.10
TC 167.65
FS 167.15
TC 167.09
FS 166.59
TC 166.50
FS 166.00
TC 166.44
FS 165.94 GR
SDCB #6
GR 165.94
TC 166.94
FS 166.44
TC 167.67
FS 167.17
TC 167.80
FS 167.30
FS 171.80
FS 172.00
FS 171.5
FS 171.90
TC 166.51
FS 166.01 GR
SDCB #5
GR 166.01
FS 171.10
SDCO
RIM 160.10
SDMH #2
RIM 166.43
SDMH #1
TO EX 18" PIPE
RIM 168.10±
EX SDCB
GR 167.85
TC 167.92
FS 167.42
TC 167.64
FS 167.14
TC 167.37
FS 166.87
TC 166.71
FS 166.21
TC 166.81
FS 166.31
TC 167.36
FS 166.86
TC 166.78
FS 166.28
TC 167.09
FS 166.59
DIRT 164.50
TC 168.27
FS 167.77
TC 168.18
FS 167.68
TC 168.22
FS 167.72
TC 167.50
FS 167.00
TC 167.90
FS 167.80
VALLEY GUTTER
FL 161.83
TW 168.00
FS 167.50
DIRT 161.30±
TC 168.00
FS 167.50
EARTH SWALE
S=1.18%
BIO-RETENTION
FL 161.10
SDCB #1
GR 160.60
8" INV. 160.10
SDCO
RIM 160.10
CONTRACTOR TO INSTALL
IRRIGATION SLEEVE USING
JACK AND BORE. SEE
LANDSCAPE PLAN FOR MORE
DETAIL. CONTRACTOR TO
COORDINATE WITH CITY
PRIOR TO INSTALLATION
BEGIN OF AC CURB
TC 169.50
FS 169.00
TC 169.81
FL 169.31
TC 170.23
FL 169.73
FS 169.50
FL 169.05
TC 169.12
FL 168.62±
FL 168.86
FL 169.10
FL 169.34
TC 170.03
FL 169.34
FS 169.53
TC 170.27
FL 169.63
FL 169.63
TC 170.57
FL 169.93±
MATCH EX. HP
EX. FL 169.92
TC 170.39
FL 169.74
TC 170.29
FL 169.61
MATCH EX.
EX. FL 169.61±
MATCH
EXISTING
FACE OF CURB
EBMUD TRAIL
FF 167.77
COUNTRY HILLS DRIVE
LONE TREE WAY
SINGLE
RESIDENTIAL
HOUSES
6' WALL ON PROPERTY LINE
8" SS
EX 8"SS
EX SSMH
RIM 170.34
FL 12" 155.94
EX SSMH
RIM 169.69
FL 12" 154.29
EX SSMH
RIM 166.57
FL 12" 149.77
12" SS
SIGNALIZED
INTERSECTION
AC PATH
24" W
1.10%
0.74%
0.8%
1.02%
0.5%
0.586%
0.44%
6.33%
1.58%
0.5%
0.8%
0.8%
0.8



NOTE: FOR LOCATION OF CROSS SECTIONS, SEE GRADING PLAN SHEET C-3.1.

HORIZONTAL SCALE 1"=20'
VERTICAL SCALE 1"=2'
SECTION C-C



NOTE: FOR LOCATION OF CROSS SECTIONS, SEE GRADING PLAN SHEET C-3.1.

HORIZONTAL SCALE 1"=20'
VERTICAL SCALE 1"=2'
SECTION D-D

C4

CROSS SECTIONS

C-3.2 05-1930

March 23, 2020

DUCKY'S CAR WASH

Richard Miller
Lone Tree Way cor. Country Hills Drive
Antioch, Contra Costa County, California

ams associates, inc. PLANNING ENGINEERING SURVEYING
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

STORM DRAIN NOTES

1. INSTALL 36 LF 18" STORM DRAIN PIPE @ S=0.007
2. INSTALL 308 LF 18" STORM DRAIN PIPE @ S=0.005
3. INSTALL 207 LF 18" STORM DRAIN PIPE @ S=0.003
4. INSTALL 121 LF 12" STORM DRAIN PIPE @ S=0.005
5. INSTALL 27 LF 6" PERFORATED PIPE
6. INSTALL 110 LF 6" PERFORATED PIPE
7. INSTALL 52 LF 12" PVC PIPE @ S=0.020
8. INSTALL 226 LF 8" PVC PIPE @ S=0.005
9. INSTALL 48 LF 8" PVC PIPE @ S=0.010
10. INSTALL 13 LF 6" PERFORATED PIPE
11. INSTALL 14 LF 6" PERFORATED PIPE
12. INSTALL 32 LF 6" PERFORATED PIPE
13. EXISTING 16 LF 10" STORM DRAIN PIPE @ S=0.005
14. REMOVE THE EXISTING STORMDRAIN PIPE

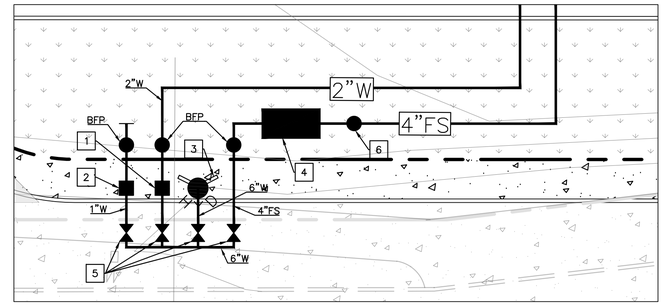
SANITARY SEWER NOTES

1. INSTALL 79 LF 4" SANITARY SEWER PVC PIPE @ S=0.0202
2. INSTALL 97 LF 4" SANITARY SEWER PVC PIPE @ S=0.0179
3. INSTALL 24 LF 6" SANITARY SEWER PIPE @ S=0.0100
4. INSTALL 86 LF 8" SANITARY SEWER VCP PIPE @ S=0.0380
5. INSTALL 50 LF 8" SANITARY SEWER VCP PIPE @ S=0.0080

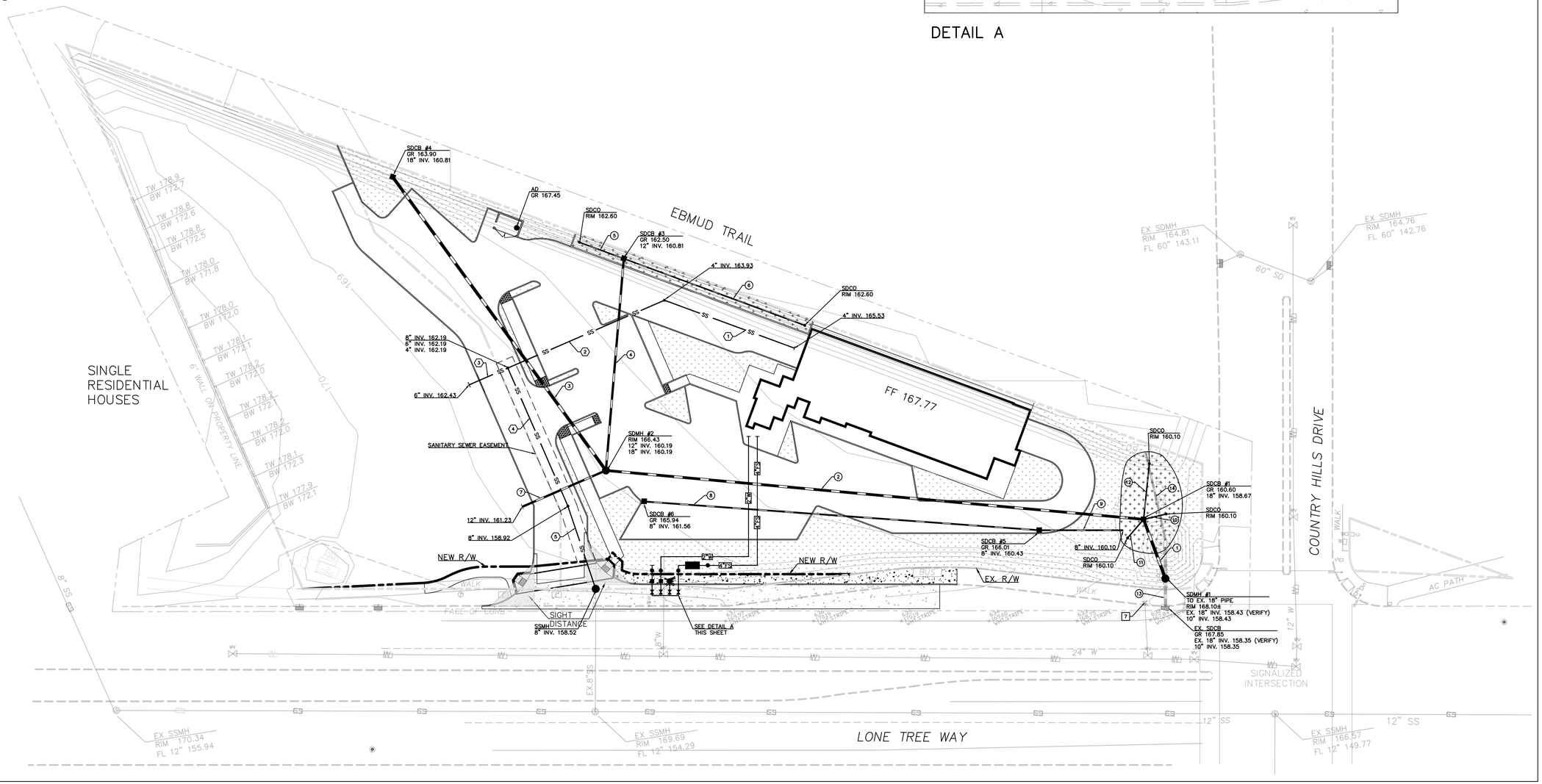
WATER NOTES

1. INSTALL 2" WATER METER WITH 2" BACKFLOW PREVENTER
2. INSTALL 1" WATER METER WITH 2" BACKFLOW PREVENTER
3. INSTALL FIRE HYDRANT
4. INSTALL DOUBLE DETECTOR CHECK VALVE
5. INSTALL WATER VALVE
6. INSTALL FIRE DEPARTMENT CONNECTION
7. EXISTING FIRE HYDRANT TO REMAIN

0 30
1"=30'



DETAIL A



C5

UTILITY PLAN

C-4.1

05-1930

March 23, 2020

DUCKY'S CAR WASH

Richard Miller
Lone Tree Way cor. Country Hills Drive
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801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

Project Name: Ducky's Carwash
Project Type: Treatment Only
Location: Lone Tree Way/Country hills Drive, Antioch, Contra Costa , California
APN:
Drainage Area: 63305 sf
Mean Annual Precipitation: 13.28 in

IV. Areas Draining to IMPs

IMP Name: IMP1 (Soil Type: D)

IMP Type: Bioretention Facility
Soil Type: D

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing			
					IMP Sizing Factor	Rain Adjustment Factor	Minimum Area or Volume	Proposed Area or Volume
DMA 1A	8,916	Concrete or Asphalt	1.00	8,916				
DMA 1B	505	Landscape	0.10	51				
			Total	8,967				
				Area	0.040	1.000	359	1,057

IMP Name: IMP2 (Soil Type: D)

IMP Type: Bioretention Facility
Soil Type: D

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing			
					IMP Sizing Factor	Rain Adjustment Factor	Minimum Area or Volume	Proposed Area or Volume
DMA 2A	24,550	Concrete or Asphalt	1.00	24,550				
DMA 2B	6,615	Conventional Roof	1.00	6,615				
DMA 2C	19,949	Landscape	0.10	1,995				
			Total	33,160				
				Area	0.040	1.000	1,326	1,713

Software Tool Warnings

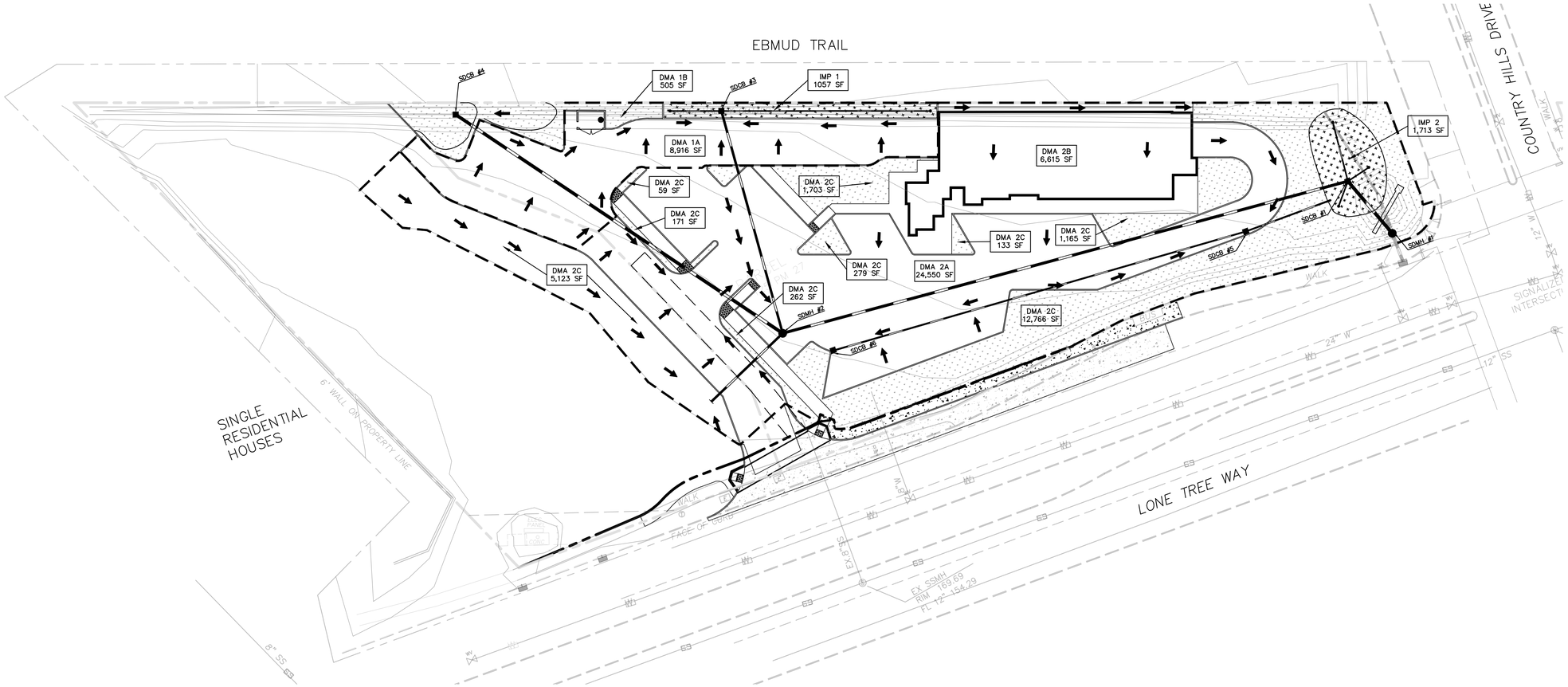
No warnings to report.

Report generated on 10/15/2019 12:00:00 AM by the Contra Costa Clean Water Program IMP Sizing Tool software (version 1.3.1.0).

0 30
1" = 30'

LEGEND

- DMA — DRAINAGE MANAGEMENT AREA
- IMP — INTEGRATED MANAGEMENT PRACTICE
- DRAINAGE AREA
- DRAINAGE ARROW
- BIO-RETENTION AREA
- IMPERVIOUS AREA
- PREVIOUS AREA



STORMWATER CONTROL PLAN

C-5.1 05-1930

March 23, 2020

DUCKY'S CAR WASH

Richard Miller
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Antioch, Contra Costa County, California

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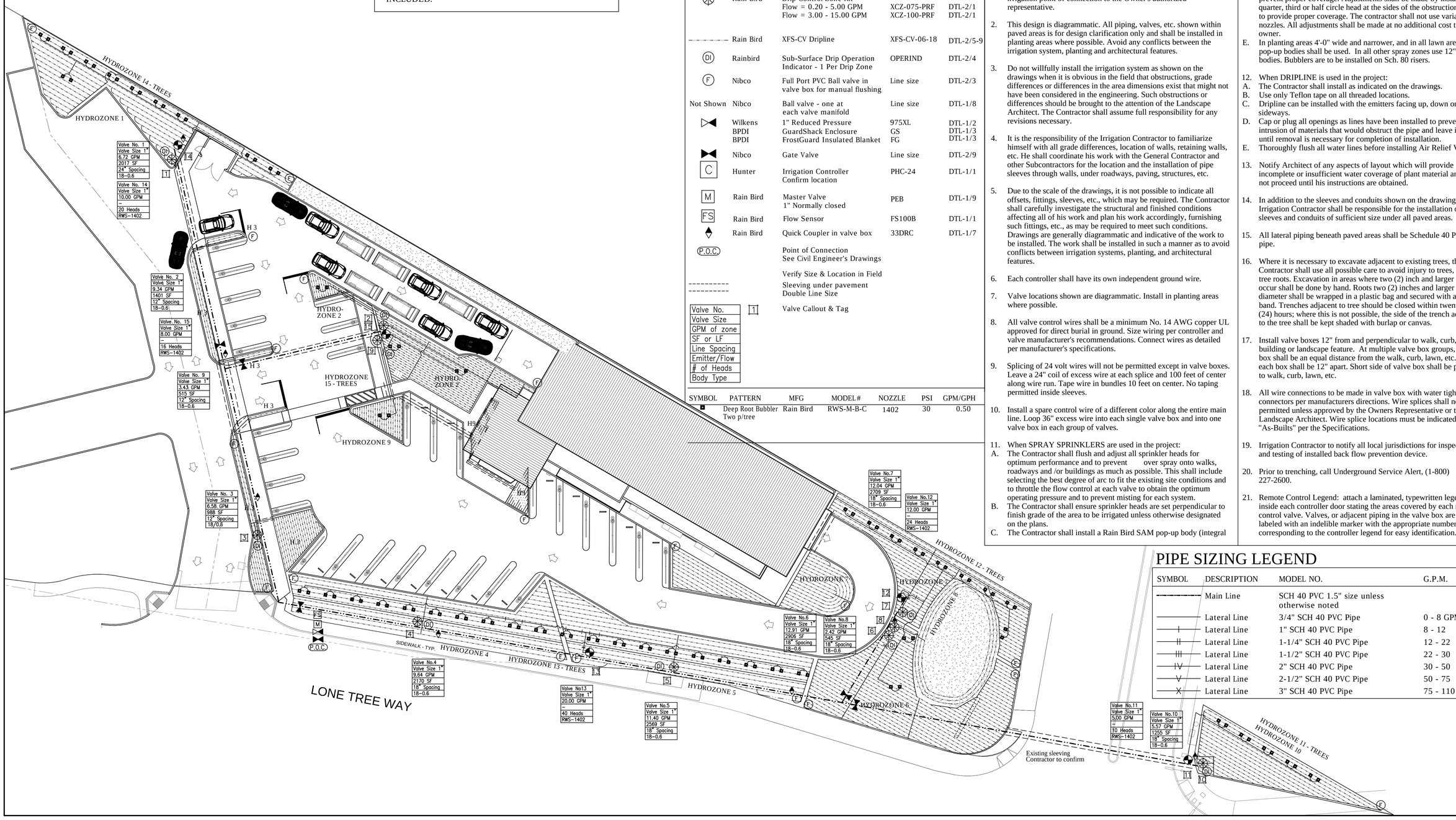
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

C6

THE IRRIGATION PLAN WILL BE IN COMPLIANCE WITH THE WATER EFFICIENT LANDSCAPE ORDINANCE AND THE REQUIRED DOCUMENTATION WILL BE INCLUDED.



IRRIGATION LEGEND

SYMBOL	MFG	DESCRIPTION	MODEL NO.	DETAIL
	Rain Bird	Remote Control Valve	PEB	DTL-1/5
	Rain Bird	Drip Control Zone Kit Flow = 0.20 - 5.00 GPM Flow = 3.00 - 15.00 GPM	 XCZ-075-PRF XCZ-100-PRF	 DTL-2/1 DTL-2/1
	Rain Bird	XFS-CV Dripline	XFS-CV-06-18	DTL-2/5-9
DI	Rainbird	Sub-Surface Drip Operation Indicator - 1 Per Drip Zone	OPERIND	DTL-2/4
F	Nibco	Full Port PVC Ball valve in valve box for manual flushing	Line size	DTL-2/3
Not Shown	Nibco	Ball valve - one at each valve manifold	Line size	DTL-1/8
	Wilkens BPDI BPDI	1" Reduced Pressure GuardShack Enclosure FrostGuard Insulated Blanket	975XL GS FG	DTL-1/2 DTL-1/3 DTL-1/3
	Nibco	Gate Valve	Line size	DTL-2/9
C	Hunter	Irrigation Controller Confirm location	PHC-24	DTL-1/1
M	Rain Bird	Master Valve 1" Normally closed	PEB	DTL-1/9
FS	Rain Bird	Flow Sensor	FS100B	DTL-1/1
	Rain Bird	Quick Coupler in valve box	33DRC	DTL-1/7
P.O.C.		Point of Connection See Civil Engineer's Drawings		
		Verify Size & Location in Field		
		Sleeving under pavement Double Line Size		
Valve No. Valve Size GPM of zone SF or LF Line Spacing Emitter/Flow # of Heads Body Type	1	Valve Callout & Tag		

SYMBOL	PATTERN	MFG	MODEL#	NOZZLE	PSI	GPM/GPH
	Deep Root Bubbler Two p/tree	Rain Bird	RWS-M-B-C	1402	30	0.50

IRRIGATION NOTES

1. **THE IRRIGATION SYSTEM IS DESIGNED FOR 20 GPM WITH A MINIMUM OPERATING PRESSURE OF 40 PSI.**

   The Irrigation Contractor shall verify water pressure prior to construction. Report any difference between the water pressure indicated on the drawings and the actual pressure reading at the irrigation point of connection to the Owner's authorized representative.

2. This design is diagrammatic. All piping, valves, etc. shown within paved areas is for design clarification only and shall be installed in planting areas where possible. Avoid any conflicts between the irrigation system, planting and architectural features.

3. Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the Landscape Architect. The Contractor shall assume full responsibility for any revisions necessary.

4. It is the responsibility of the Irrigation Contractor to familiarize himself with all grade differences, location of walls, retaining walls, etc. He shall coordinate his work with the General Contractor and other Subcontractors for the location and the installation of pipe sleeves through walls, under roadways, paving, structures, etc.

5. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.

6. Each controller shall have its own independent ground wire.

7. Valve locations shown are diagrammatic. Install in planting areas where possible.

8. All valve control wires shall be a minimum No. 14 AWG copper UL approved for direct burial in ground. Size wiring per controller and valve manufacturer's recommendations. Connect wires as detailed per manufacturer's specifications.

9. Splicing of 24 volt wires will not be permitted except in valve boxes. Leave a 24" coil of excess wire at each splice and 100 feet of center along wire run. Tape wire in bundles 10 feet on center. No taping permitted inside sleeves.

10. Install a spare control wire of a different color along the entire main line. Loop 36" excess wire into each single valve box and into one valve box in each group of valves.

11. When SPRAY SPRINKLERS are used in the project:
A. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent over spray onto walks, roadways and /or buildings as much as possible. This shall include selecting the best degree of arc to fit the existing site conditions and to throttle the flow control at each valve to obtain the optimum operating pressure and to prevent misting for each system.
B. The Contractor shall ensure sprinkler heads are set perpendicular to finish grade of the area to be irrigated unless otherwise designated on the plans.
C. The Contractor shall install a Rain Bird SAM pop-up body (integral check valve) or a King Bros. CV series check valve on shrub risers in lieu of Schedule 80 coupling at locations where low head drainage will cause erosion and excess water use.
D. The Contractor shall make field adjustments to the system at locations of vertical obstructions (street lights, trees, fire hydrants, etc.) that interfere with the spray pattern of sprinkler heads so as to prevent proper coverage. Adjustments shall be made by installing a quarter, third or half circle head at the sides of the obstruction so as to provide proper coverage. The contractor shall not use variable arc nozzles. All adjustments shall be made at no additional cost to the owner.
E. In planting areas 4'-0" wide and narrower, and in all lawn areas, 6" pop-up bodies shall be used. In all other spray zones use 12" pop-up bodies. Bubblers are to be installed on Sch. 80 risers.

12. When DRIPLINE is used in the project:
A. The Contractor shall install as indicated on the drawings.
B. Use only Teflon tape on all threaded locations.
C. Dripline can be installed with the emitters facing up, down or sideways.
D. Cap or plug all openings as lines have been installed to prevent intrusion of materials that would obstruct the pipe and leave in place until removal is necessary for completion of installation.
E. Thoroughly flush all water lines before installing Air Relief Valves.

13. Notify Architect of any aspects of layout which will provide incomplete or insufficient water coverage of plant material and do not proceed until his instructions are obtained.

14. In addition to the sleeves and conduits shown on the drawings, the Irrigation Contractor shall be responsible for the installation of sleeves and conduits of sufficient size under all paved areas.

15. All lateral piping beneath paved areas shall be Schedule 40 PVC pipe.

16. Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees, and tree roots. Excavation in areas where two (2) inch and larger roots occur shall be done by hand. Roots two (2) inches and larger in diameter shall be wrapped in a plastic bag and secured with a rubber band. Trenches adjacent to tree should be closed within twenty-four (24) hours; where this is not possible, the side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

17. Install valve boxes 12" from and perpendicular to walk, curb, lawn, building or landscape feature. At multiple valve box groups, each box shall be an equal distance from the walk, curb, lawn, etc. and each box shall be 12" apart. Short side of valve box shall be parallel to walk, curb, lawn, etc.

18. All wire connections to be made in valve box with water tight connectors per manufacturers directions. Wire splices shall not be permitted unless approved by the Owners Representative or the Landscape Architect. Wire splice locations must be indicated on "As-Builts" per the Specifications.

19. Irrigation Contractor to notify all local jurisdictions for inspection and testing of installed back flow prevention device.

20. Prior to trenching, call Underground Service Alert, (1-800) 227-2600.

21. Remote Control Legend: attach a laminated, typewritten legend inside each controller door stating the areas covered by each remote control valve. Valves, or adjacent piping in the valve box are to be labeled with an indelible marker with the appropriate number corresponding to the controller legend for easy identification.

PIPE SIZING LEGEND

SYMBOL	DESCRIPTION	MODEL NO.	G.P.M.
	Main Line	SCH 40 PVC 1.5" size unless otherwise noted	
	Lateral Line	3/4" SCH 40 PVC Pipe	0 - 8 GPM
I	Lateral Line	1" SCH 40 PVC Pipe	8 - 12
II	Lateral Line	1-1/4" SCH 40 PVC Pipe	12 - 22
III	Lateral Line	1-1/2" SCH 40 PVC Pipe	22 - 30
IV	Lateral Line	2" SCH 40 PVC Pipe	30 - 50
V	Lateral Line	2-1/2" SCH 40 PVC Pipe	50 - 75
X	Lateral Line	3" SCH 40 PVC Pipe	75 - 110

IRRIGATION PLAN

L-1

APRIL 10, 2020

DUCKY'S CAR WASH

Richard Miller

Lone Tree Way cor. Country Hills Drive

Graphic Scale: 1 inch = 20 feet

0 20' 40' 60' 80'

LICENSED LANDSCAPE ARCHITECT
JEFFREY F. GAMBONI No. 2702
Signature
04/10/20
Date
Exp. 10/31/21
STATE OF CALIFORNIA

THE OFFICE OF
JEFFREY F. GAMBONI
LANDSCAPE ARCHITECT 2702
3012 PACIFIC AVENUE
STOCKTON 95204
209 948 8335

LDA Partners
DESIGNERS & ARCHITECTS

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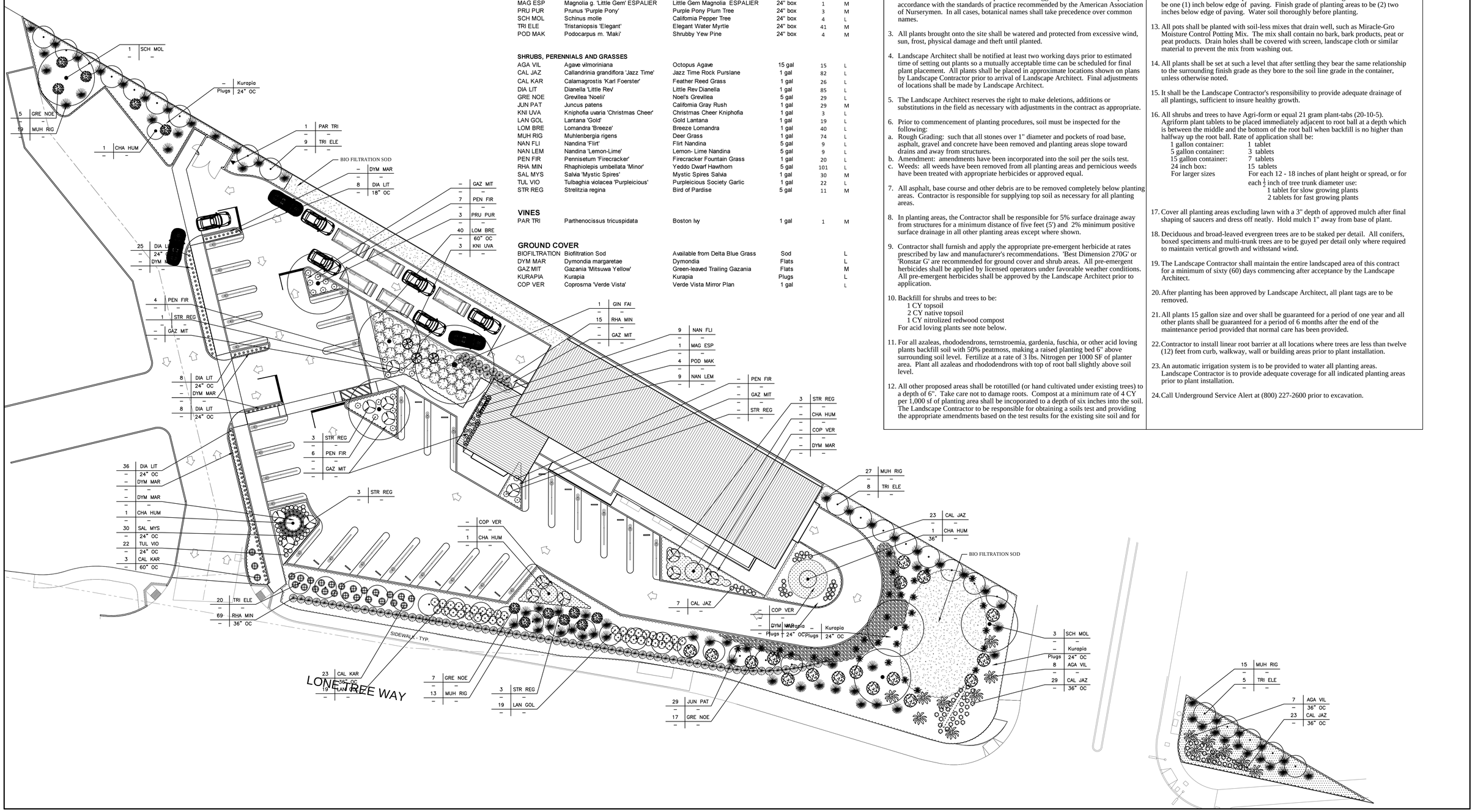

PLANT LIST

The Plant list is provided as a convenience to the Contractor. In case of a discrepancy the Planting Plan shall prevail.

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WUCOLS
TREES					
CHA HUM	Chamaerops humilis	Mediterranean Fan Palm	24" box	4	L
GIN FAI	Gingko 'Saratoga'	Saratoga Gingko	24" box	1	M
MAG ESP	Magnolia g. 'Little Gem' ESPALIER	Little Gem Magnolia ESPALIER	24" box	1	M
PRU PUR	Prunus 'Purple Pony'	Purple Pony Plum Tree	24" box	3	M
SCH MOL	Schinus molle	California Pepper Tree	24" box	4	L
TRI ELE	Tristaniopsis 'Elegant'	Elegant Water Myrtle	24" box	41	M
POD MAK	Podocarpus m. 'Maki'	Shrubby Yew Pine	24" box	4	M
SHRUBS, PERENNIALS AND GRASSES					
AGA VIL	Agave vilmoriniana	Octopus Agave	15 gal	15	L
CAL JAZ	Callandrinia grandiflora 'Jazz Time'	Jazz Time Rock Purslane	1 gal	82	L
CAL KAR	Calamagrostis 'Karl Foerster'	Feather Reed Grass	1 gal	26	L
DIA LIT	Dianella 'Little Rev'	Little Rev Dianella	1 gal	85	L
GRE NOE	Grevillea 'Noelii'	Noel's Grevillea	5 gal	29	L
JUN PAT	Juncus patens	California Gray Rush	1 gal	29	M
KNI UVA	Kniphofia uvaria 'Christmas Cheer'	Christmas Cheer Kniphofia	1 gal	3	L
LAN GOL	Lantana 'Gold'	Gold Lantana	1 gal	19	L
LOM BRE	Lomandra 'Breeze'	Breeze Lomandra	1 gal	40	L
MUH RIG	Muhlenbergia rigens	Deer Grass	1 gal	74	L
NAN FLI	Nandina 'Flirt'	Flirt Nandina	5 gal	9	L
NAN LEM	Nandina 'Lemon-Lime'	Lemon- Lime Nandina	5 gal	9	L
PEN FIR	Pennisetum 'Firecracker'	Firecracker Fountain Grass	1 gal	20	L
RHA MIN	Rhaphiolepis umbellata 'Minor'	Yeddo Dwarf Hawthorn	5 gal	101	L
SAL MYS	Salvia 'Mystic Spires'	Mystic Spires Salvia	1 gal	30	M
TUL VIO	Tulbaghia violacea 'Purpleicious'	Purpleicious Society Garlic	1 gal	22	L
STR REG	Strelitzia regina	Bird of Pardise	5 gal	11	M
VINES					
PAR TRI	Parthenocissus tricuspidata	Boston Ivy	1 gal	1	M
GROUND COVER					
BIOFILTRATION	Biofiltration Sod	Available from Delta Blue Grass	Sod		L
DYM MAR	Dymondia margaretae	Dymondia	Flats		L
GAZ MIT	Gazania 'Mitsuwa Yellow'	Green-leaved Trailing Gazania	Flats		M
KURAPIA	Kurapia	Kurapia	Plugs		L
COP VER	Coprosma 'Verde Vista'	Verde Vista Mirror Plan	1 gal		L

PLANTING NOTES

1. If a discrepancy between these plans and actual on-site conditions occurs, the Landscape Contractor is to notify the Landscape Architect immediately, before proceeding with his work, for a decision.
2. All plants will be inspected for acceptable form and condition by Landscape Architect. Unacceptable plants will be replaced by the Landscape Contractor at no additional cost to the owner. All plants shall be tagged with the name of the plant in accordance with the standards of practice recommended by the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.
3. All plants brought onto the site shall be watered and protected from excessive wind, sun, frost, physical damage and theft until planted.
4. Landscape Architect shall be notified at least two working days prior to estimated time of setting out plants so a mutually acceptable time can be scheduled for final plant placement. All plants shall be placed in approximate locations shown on plans by Landscape Contractor prior to arrival of Landscape Architect. Final adjustments of locations shall be made by Landscape Architect.
5. The Landscape Architect reserves the right to make deletions, additions or substitutions in the field as necessary with adjustments in the contract as appropriate.
6. Prior to commencement of planting procedures, soil must be inspected for the following:
   a. Rough Grading: such that all stones over 1" diameter and pockets of road base, asphalt, gravel and concrete have been removed and planting areas slope toward drains and away from structures.
   b. Amendment: amendments have been incorporated into the soil per the soils test.
   c. Weeds: all weeds have been removed from all planting areas and pernicious weeds have been treated with appropriate herbicides or approved equal.
7. All asphalt, base course and other debris are to be removed completely below planting areas. Contractor is responsible for supplying top soil as necessary for all planting areas.
8. In planting areas, the Contractor shall be responsible for 5% surface drainage away from structures for a minimum distance of five feet (5') and 2% minimum positive surface drainage in all other planting areas except where shown.
9. Contractor shall furnish and apply the appropriate pre-emergent herbicide at rates prescribed by law and manufacturer's recommendations. 'Best Dimension 270G' or 'Ronstar G' are recommended for ground cover and shrub areas. All pre-emergent herbicides shall be applied by licensed operators under favorable weather conditions. All pre-emergent herbicides shall be approved by the Landscape Architect prior to application.
10. Backfill for shrubs and trees to be:
    1 CY topsoil
    2 CY native topsoil
    1 CY nitrolized redwood compost
    For acid loving plants see note below.
11. For all azaleas, rhododendrons, ternstroemia, gardenia, fuschia, or other acid loving plants backfill soil with 50% peatmoss, making a raised planting bed 6" above surrounding soil level. Fertilize at a rate of 3 lbs. Nitrogen per 1000 SF of planter area. Plant all azaleas and rhododendrons with top of root ball slightly above soil level.
12. All other proposed areas shall be rototilled (or hand cultivated under existing trees) to a depth of 6". Take care not to damage roots. Compost at a minimum rate of 4 CY per 1,000 sf of planting area shall be incoporated to a depth of six inches into the soil. The Landscape Contractor to be responsible for obtaining a soils test and providing the appropriate amendments based on the test results for the existing site soil and for imported topsoil. Provide test results with submittals. For purposes of bidding, the following amendments will be used (per 1000 sq. ft.):
    -4 yds. Nitrolized or redwood or fir bark compost
    -200 lbs Gro-Power Plus
    -40 lbs gypsum

    Rototill amendments to a depth of 6" in two directions. Finish grade of turf areas to be one (1) inch below edge of paving. Finish grade of planting areas to be (2) two inches below edge of paving. Water soil thoroughly before planting.
13. All pots shall be planted with soil-less mixes that drain well, such as Miracle-Gro Moisture Control Potting Mix. The mix shall contain no bark, bark products, peat or peat products. Drain holes shall be covered with screen, landscape cloth or similar material to prevent the mix from washing out.
14. All plants shall be set at such a level that after settling they bear the same relationship to the surrounding finish grade as they bore to the soil line grade in the container, unless otherwise noted.
15. It shall be the Landscape Contractor's responsibility to provide adequate drainage of all plantings, sufficient to insure healthy growth.
16. All shrubs and trees to have Agri-form or equal 21 gram plant-tabs (20-10-5). Agriform plant tablets to be placed immediately adjacent to root ball at a depth which is between the middle and the bottom of the root ball when backfill is no higher than halfway up the root ball. Rate of application shall be:

1 gallon container:	1 tablet
5 gallon container:	3 tablets
15 gallon container:	7 tablets
24 inch box:	15 tablets
For larger sizes	For each 12 - 18 inches of plant height or spread, or for each $\frac{1}{2}$ inch of tree trunk diameter use: 1 tablet for slow growing plants, 2 tablets for fast growing plants

17. Cover all planting areas excluding lawn with a 3" depth of approved mulch after final shaping of saucers and dress off neatly. Hold mulch 1" away from base of plant.
18. Deciduous and broad-leaved evergreen trees are to be staked per detail. All conifers, boxed specimens and multi-trunk trees are to be guyed per detail only where required to maintain vertical growth and withstand wind.
19. The Landscape Contractor shall maintain the entire landscaped area of this contract for a minimum of sixty (60) days commencing after acceptance by the Landscape Architect.
20. After planting has been approved by Landscape Architect, all plant tags are to be removed.
21. All plants 15 gallon size and over shall be guaranteed for a period of one year and all other plants shall be guaranteed for a period of 6 months after the end of the maintenance period provided that normal care has been provided.
22. Contractor to install linear root barrier at all locations where trees are less than twelve (12) feet from curb, walkway, wall or building areas prior to plant installation.
23. An automatic irrigation system is to be provided to water all planting areas. Landscape Contractor is to provide adequate coverage for all indicated planting areas prior to plant installation.
24. Call Underground Service Alert at (800) 227-2600 prior to excavation.

C8

PLANTING PLAN

L-2

APRIL 10, 2020

DUCKY'S CAR WASH

Richard Miller

Lone Tree Way cor. Country Hills Drive

Graphic Scale: 1 inch = 20 feet

0 20' 40' 60' 80'

LICENSED LANDSCAPE ARCHITECT JEFFREY F. GAMBONI No. 2702 Signature 04/10/20 Date Exp. 10/31/21 STATE OF CALIFORNIA

THE OFFICE OF
JEFFREY F. GAMBONI
LANDSCAPE ARCHITECT 2702
3012 PACIFIC AVENUE
STOCKTON 95204
209 948 8335

LDA Partners
DESIGNERS & ARCHITECTS

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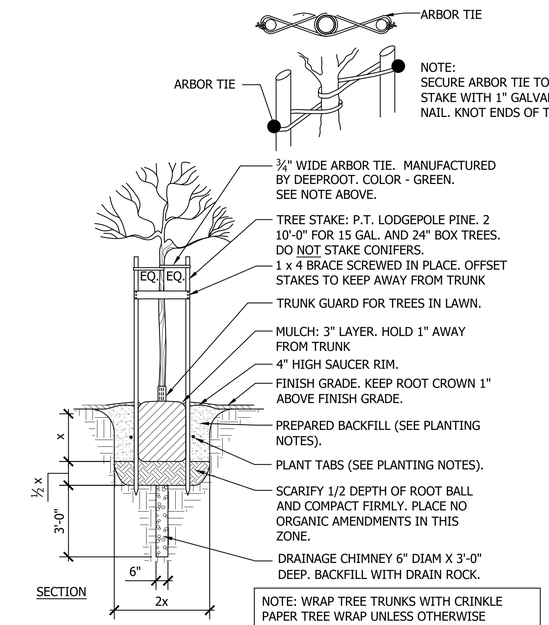


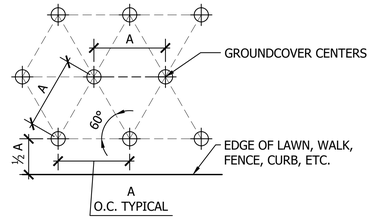
NOTE: WRAP TREE TRUNKS WITH CRINKLE PAPER TREE WRAP UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT. LEONARD CRINKLED PAPER AVAILABLE FROM A.M. LEONARD (800) 543-8955 www.amleo.com

10 TREE PLANTING
NO SCALE

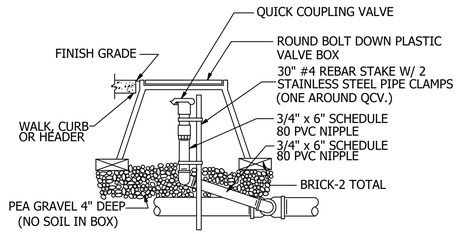
11 SHRUB PLANTING
NO SCALE

NOTES:
1. ROOT BARRIER TO BE INSTALLED AT LOCATIONS WHERE TREES ARE 12' OR LESS FROM CURB, SIDEWALK OR WALL. INSTALL AT WALL LOCATIONS UNLESS WALL HAS A 24" DEEP CONTINUOUS FOOTING.
2. SEE TREE PLANTING DETAIL FOR ADDITIONAL INFORMATION.

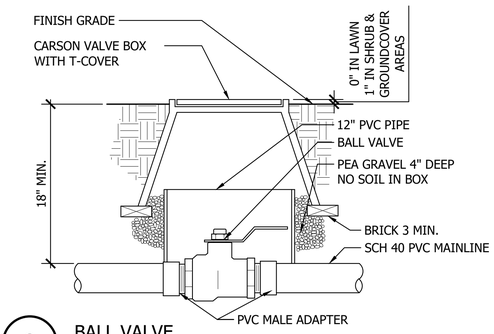
12 ROOT BARRIER DETAIL
NO SCALE



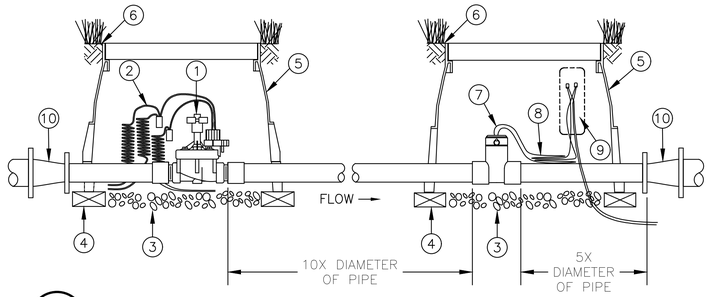
6 GROUND COVER SPACING
NO SCALE



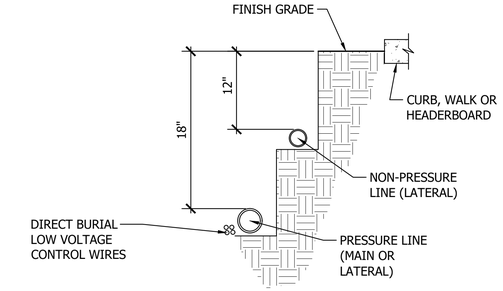
7 QUICK COUPLER
NO SCALE



8 BALL VALVE
NO SCALE

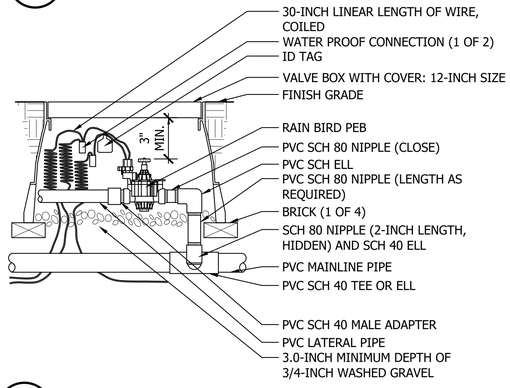


9 MASTER VALVE/FLOW SENSOR
NO SCALE



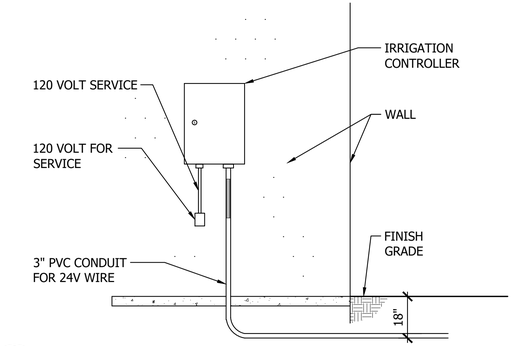
NOTES:
1. TRENCHING AND BACKFILLING SHALL BE PER STANDARD SPECIFICATIONS.
2 MINIMUM BACKFILL RELATIVE COMPACTION SHALL BE 90%.
3. BUNDLE CONTROL WIRES TOGETHER AND TAPE TO PIPE AT 10' INTERVALS.

4 IRRIGATION LINE TRENCHING
NO SCALE

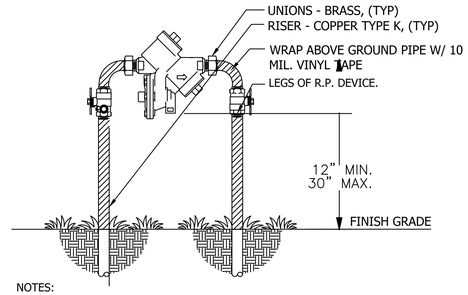


5 RAIN BIRD REMOTE CONTROL VALVE
NO SCALE

1. RAIN BIRD PEB SERIES MASTER VALVE(S)
2. WIRE TO CONTROLLER MASTER VALVE CIRCUIT. LEAVE EXTRA 36–INCH LENGTH, COILED.
3. 3.0–INCH MINIMUM DEPTH OF 3/4–INCH WASHED GRAVEL
4. BRICK (1 OF 4)
5. VALVE BOX WITH COVER – 12–INCH SIZE
6. FINISH GRADE
7. RAIN BIRD FS SERIES 100B FLOW SENSOR. SEE LEGEND.
8. PE–CABLE TO FLOW SENSING EQUIPMENT AT CONTROLLER ASSEMBLY. LEAVE EXTRA 36–INCH LENGTH, COILED.
9. SEE FLOW SENSING WIRING DETAIL FOR WIRING DIAGRAM.
10. CONCENTRIC REDUCER.

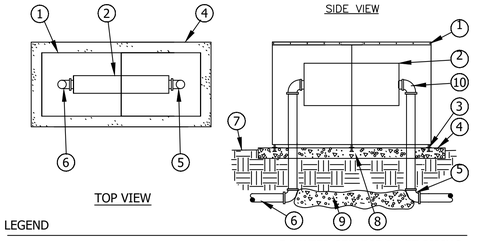


1 WALL MOUNTED CONTROLLER
NO SCALE



NOTES:
1. INSTALL BACKFLOW PREVENTER AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT. VERIFY LOCAL REQUIREMENTS PRIOR TO INSTALLATION.
2. PROVIDE REINFORCED CONCRETE SLAB AND THRUST BLOCKS AT BASE AND AS NECESSARY TO STABILIZE
3. WRAP ABOVE GROUND PIPE W/ 10 MIL. VINYL TAPE.
4. SEE RPVB ENCLOSURE DETAIL BELOW FOR ADDITIONAL INFORMATION.

2 REDUCED PRESSURE VACUUM BREAKER
NOT TO SCALE



LEGEND

1. REDUCED PRESSURE VACUUM BREAKER ENCLOSURE BOLTED TO CONCRETE PAD. SEE LEGEND
2. INSULATED BLANKET AT RPVB. SEE LEGEND
3. ANCHOR ROD (TYPICAL).
4. POURED CONCRETE BASE. - 6" MINIMUM THICKNESS - EXTEND 4" BEYOND OUTSIDE DIMENSIONS OF ENCLOSURE.
5. WATER SERVICE INLET PIPING.
6. WATER SERVICE OUTLET PIPING.
7. FINISH GRADE.
8. SUPPORT ROD (TYPICAL).
9. CONCRETE SUPPORT BLOCK.
10. BRASS UNIIONS (TYPICAL).

3 RPVB ENCLOSURE
NO SCALE

DETAILS
DTL-1
April 10, 2020

DUCKY'S CAR WASH
Richard Miller
Lone Tree Way cor. Country Hills Drive

LICENSED LANDSCAPE ARCHITECT
JEFFREY F. GAMBONI No. 2702
Signature
04/10/20
Date
Exp. 10/31/21
STATE OF CALIFORNIA

THE OFFICE OF
JEFFREY F. GAMBONI
LANDSCAPE ARCHITECT 2702
3012 PACIFIC AVENUE
STOCKTON 95204
209 948 8335

LDA Partners
DESIGNERS & ARCHITECTS

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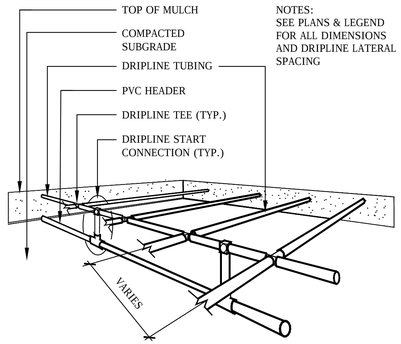
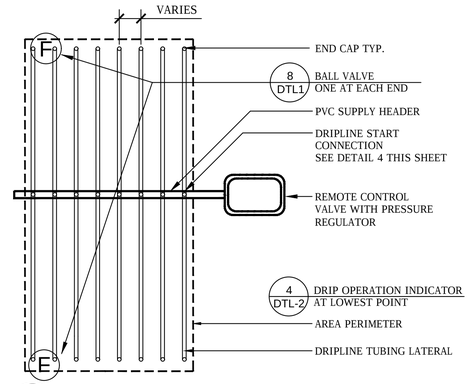


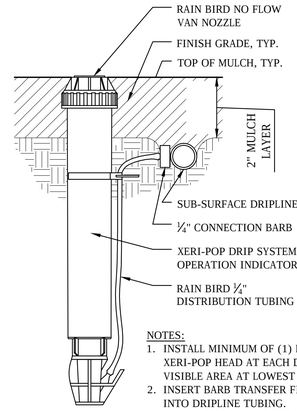
8 DRIPLINE SUB HEADER INSTALLATION

NO SCALE



6 DRIPLINE CENTER FEED LAYOUT

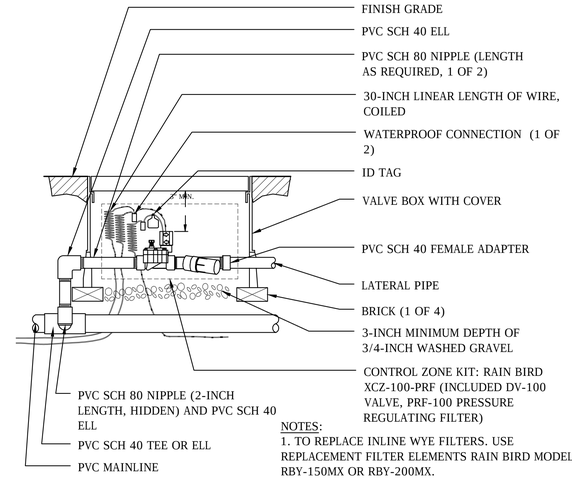
NO SCALE



NOTES:
1. INSTALL MINIMUM OF (1) RAIN BIRD XERI-POP HEAD AT EACH DRIP ZONE IN VISIBLE AREA AT LOWEST POINT OF ZONE.
2. INSERT BARB TRANSFER FITTING DIRECTLY INTO DRIPLINE TUBING.
3. VAN NOZZLE MAY BE SET TO CLOSED, OR IF DESIRED TO SEE SPRAY FROM NOZZLE, SET ARC TO ¼ PATTERN.

4 RAIN BIRD SUB-SURFACE DRIP OPERATION INDICATOR

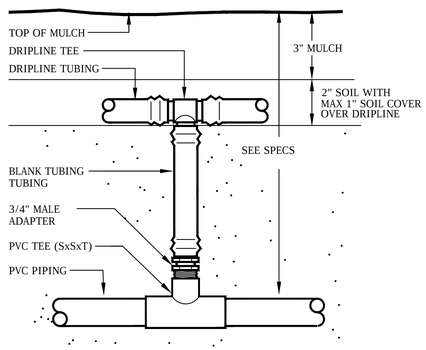
NO SCALE



NOTES:
1. TO REPLACE INLINE WYE FILTERS. USE REPLACEMENT FILTER ELEMENTS RAIN BIRD MODELS RBY-150MX OR RBY-200MX.

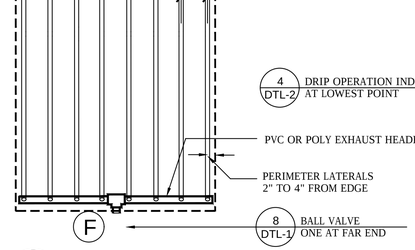
1 RAIN BIRD XCZ-100-PRF REMOTE CONTROL VALVE

NO SCALE



9 DRIPLINE START CONNECTION (PVC TO TEE)

NO SCALE



7 DRIPLINE END FEED LAYOUT

NO SCALE

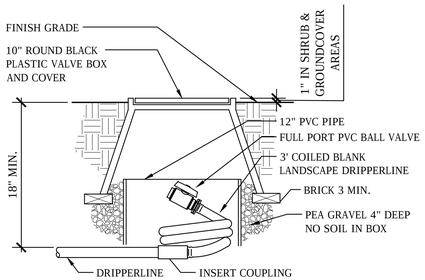
NOTES:
1. DISTANCE BETWEEN LATERAL RINGS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, AND TREE CANOPY. SEE RAIN BIRD XF-SDI DRIPLINE INSTALLATION GUIDE FOR SUGGESTED SPACINGS.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, F0UR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

5 XFS SUB-SURFACE DRIPLINE AROUND TREE

NO SCALE

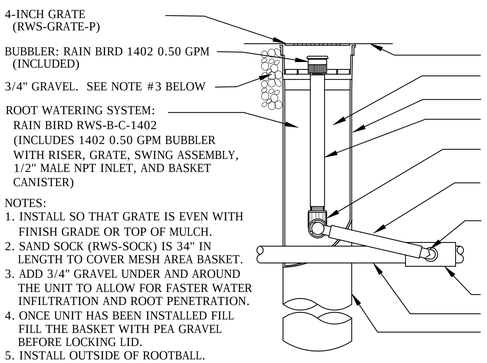
2 GATE VALVE

NO SCALE



3 BALL VALVE AT FLUSHING LOCATION

NO SCALE



NOTES:
1. INSTALL SO THAT GRATE IS EVEN WITH FINISH GRADE OR TOP OF MULCH.
2. SAND SOCK (RWS-SOCK) IS 34" IN LENGTH TO COVER MESH AREA BASKET.
3. ADD 3/4" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FOR FASTER WATER INFILTRATION AND ROOT PENETRATION.
4. ONCE UNIT HAS BEEN INSTALLED FILL FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.
5. INSTALL OUTSIDE OF ROOTBALL.

10 DEEP ROOT BUBBLER

NO SCALE

C10

DETAILS

DTL-2

April 10, 2020

DUCKY'S CAR WASH

Richard Miller

Lone Tree Way cor. Country Hills Drive

LICENSED LANDSCAPE ARCHITECT JEFFREY F. GAMBONI No. 2702 Signature 04/10/20 Date Exp. 10/31/21 STATE OF CALIFORNIA

THE OFFICE OF
JEFFREY F. GAMBONI
LANDSCAPE ARCHITECT 2702
3012 PACIFIC AVENUE
STOCKTON 95204
209 948 8335

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DESIGNERS & ARCHITECTS

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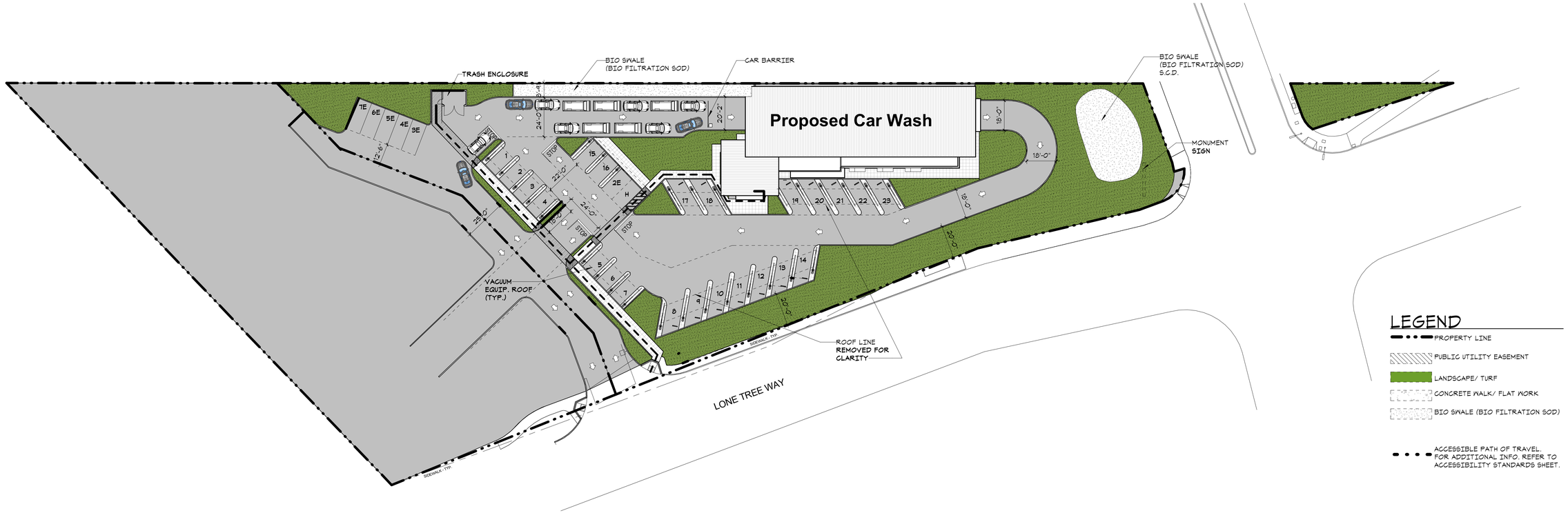
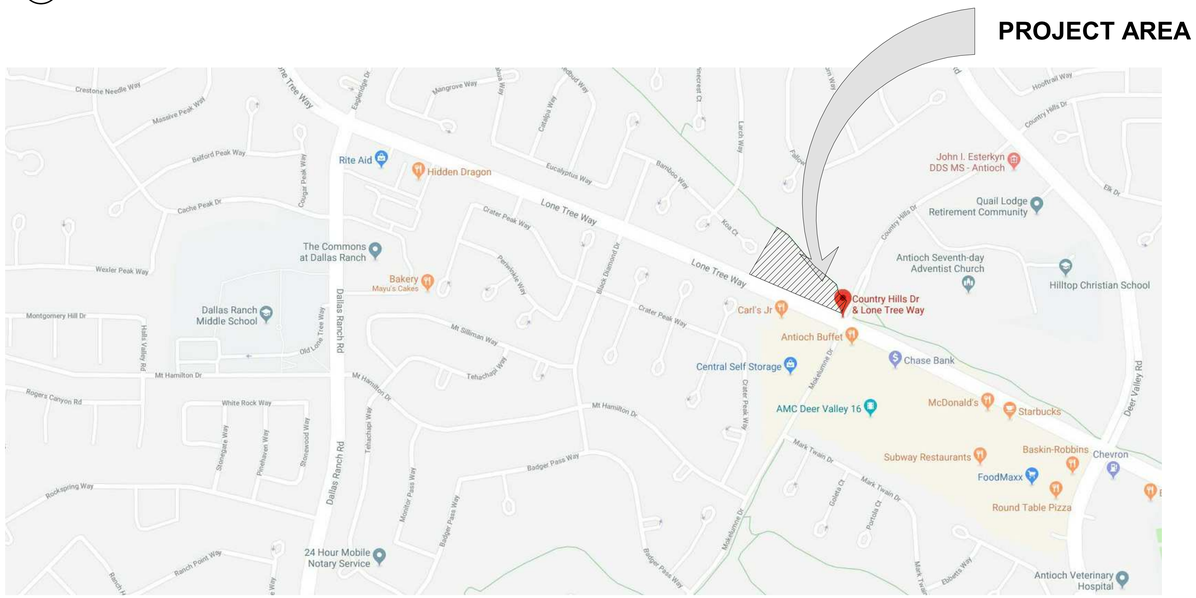


1 A-1 SITE PLAN
1" = 30'-0"



2 A-1 VICINITY MAP
1 1/2" = 1'-0"

SITE DATA

APN :	055-071-113
ZONING:	P-D
SITE AREA:	39,204 SF (0.90 AC)
BUILDING AREA:	6,498 SF

FAR = Gross Flr. Area/Lot Area = 0.17

LANDSCAPE AREA : 19,313 SF = 49%

PARKING REQUIRED: 4 STALLS (MAX. EMPLOYEES WORKING AT ANY ONE TIME)

PARKING PROVIDED: 7 STALLS (FOR EMPLOYEES)

VACUUM PARKING PROVIDED: 23 STALLS

C11

SITE PLAN
A-1
04/10/2020

DUCKY'S CAR WASH
Richard Miller

Lone Tree Way Cor. Country Hills Drive
Antioch CA 94509

Graphic Scale: 1 inch = 20 feet
0 20' 40' 60' 80'

LDA Partners
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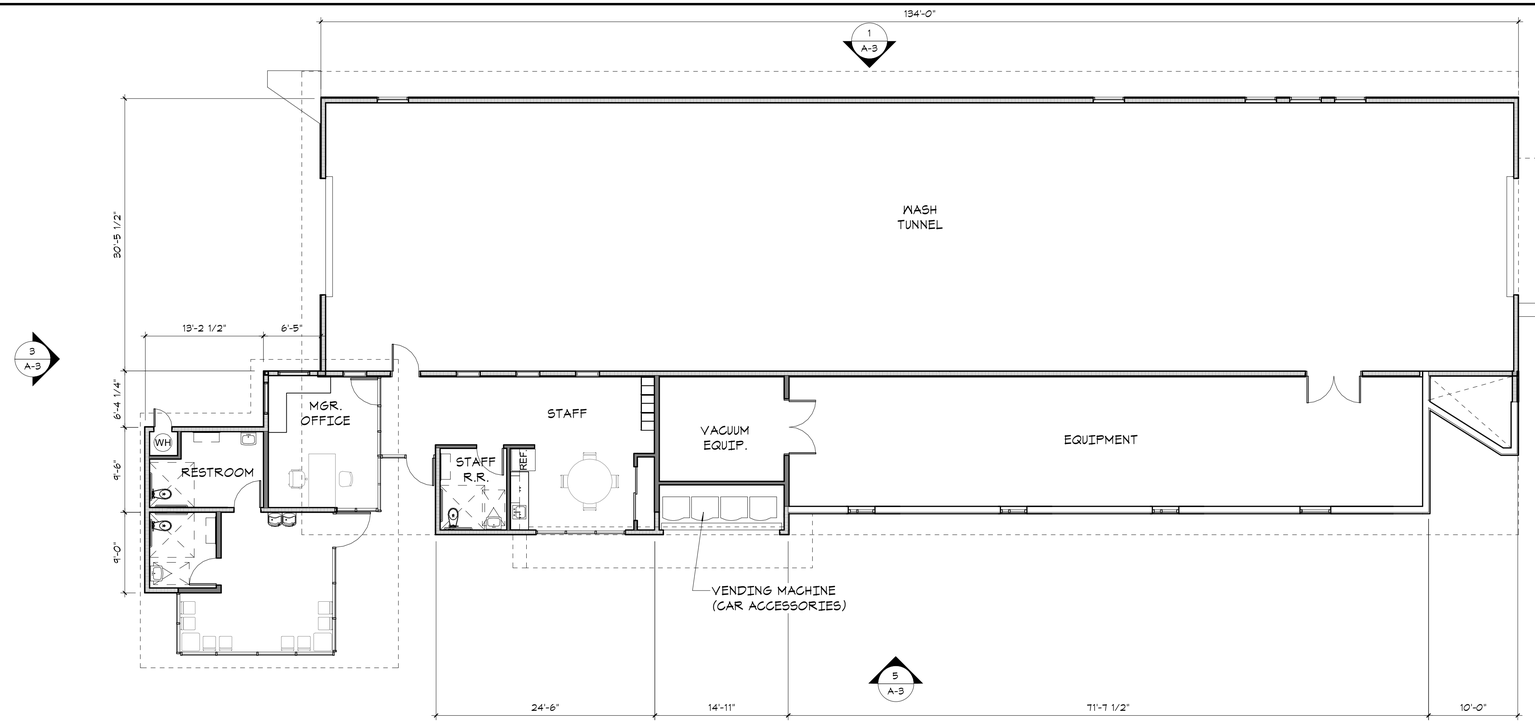
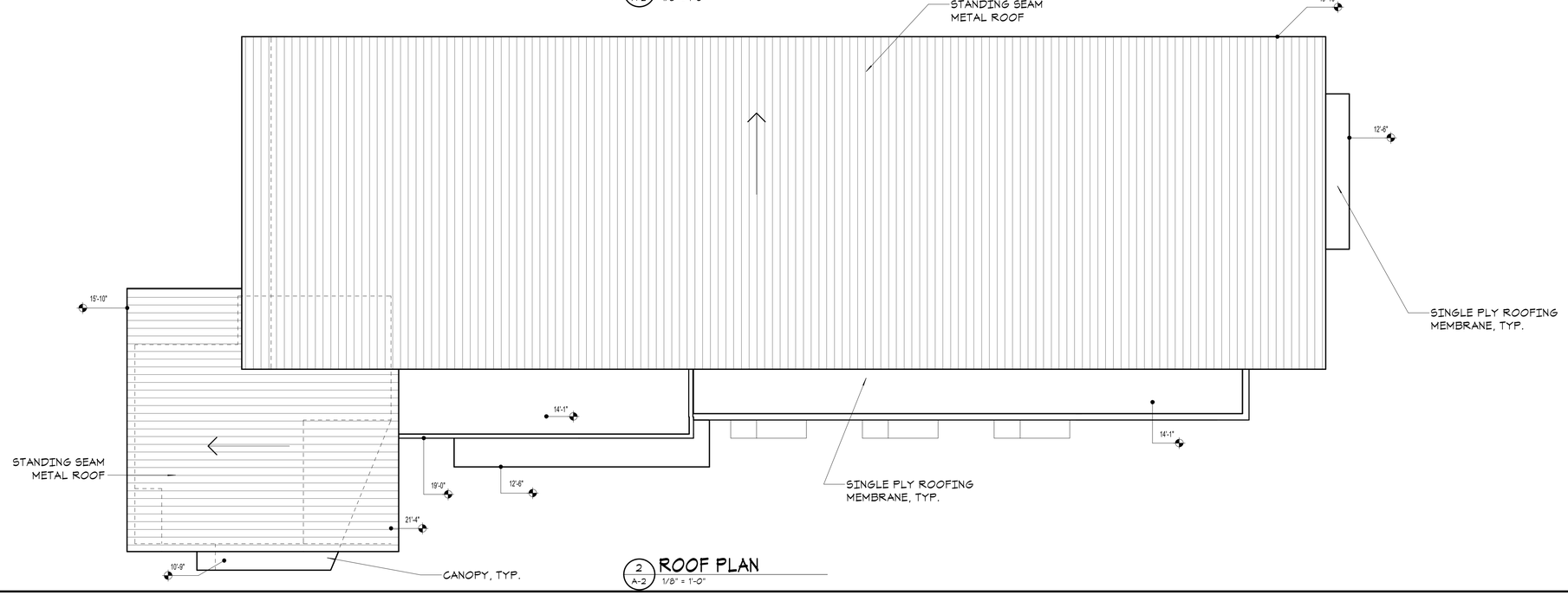


1 A-2 **FLOOR PLAN**
1/8" = 1'-0"



2 A-2 **ROOF PLAN**
1/8" = 1'-0"

C12

FLOOR PLAN

A-2

04/10/2020

DUCKY'S CAR WASH

Richard Miller

Lone Tree Way Cor. Country Hills Drive
Antioch CA94509

Graphic Scale: 1 inch = 20 feet

0 20' 40' 60' 80'

LDA Partners
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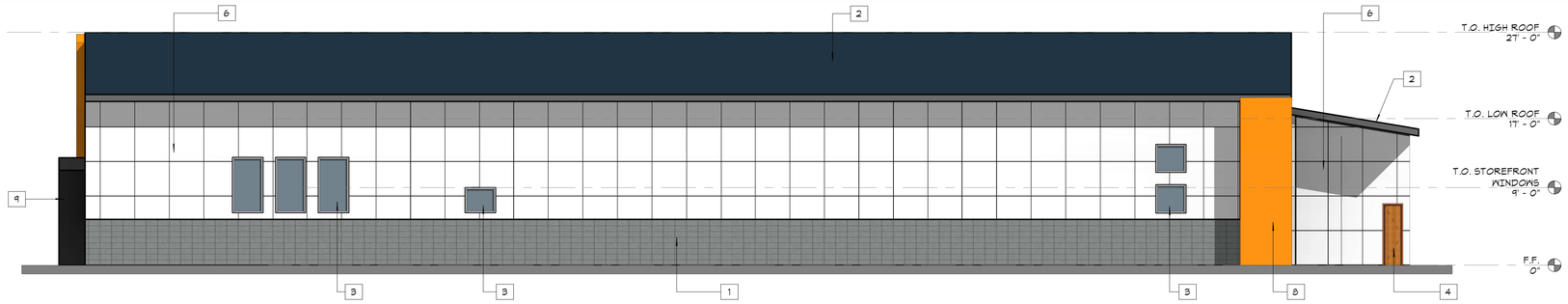
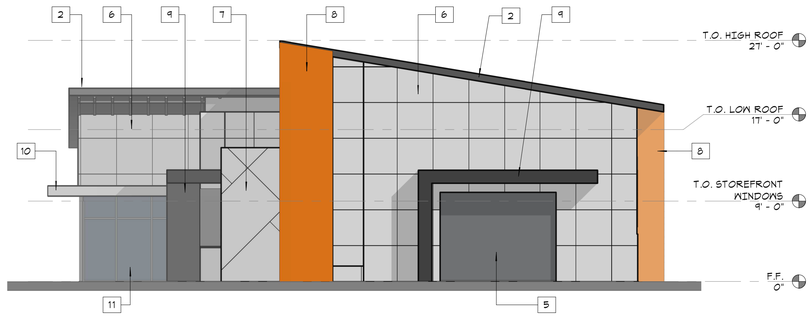


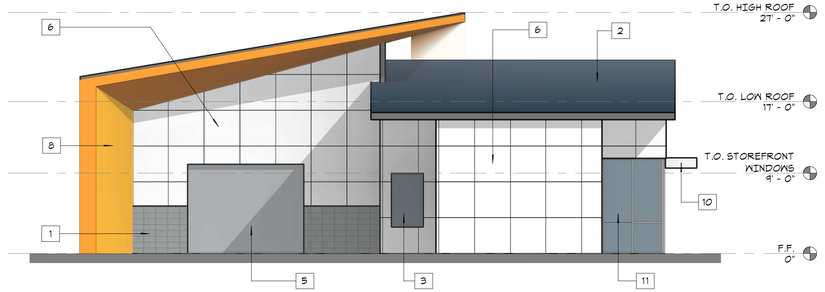
1 A-3 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"

KEYNOTES

1	8x8x16 CMU, GROUND FACE - BASALITE - COLOR 490
2	PREFINISHED STANDING SEAM METAL ROOF - AEP SPAN "TAHOE BLUE" OR EQUAL
3	ALUMINUM FRAMED WINDOWS, CLR. ANODIZED
4	HOLLOW METAL DOOR, PAINTED
5	OVERHEAD COILING DOOR, POWDER COAT FINISH
6	PRE-FINISHED EXTERIOR PHENOLIC CLADDING PANELS - ABET LAMINATI - MEG COLOR: 480-GRIGIO PLOMO OR EQUAL
7	PRE-FINISHED EXTERIOR PHENOLIC CLADDING PANELS(DIAGONAL) - ABET LAMINATI COLOR: 854 - SILVER BLEU OR EQUAL
8	PRE-FINISHED EXTERIOR PHENOLIC CLADDING PANELS(TAPERED) - ABET LAMINATI - MEG COLOR: 749-BAMBOO GOLD OR EQUAL
9	SUN BAFFLES - ABET LAMINATI - MEG COLOR: 545-VOLCANO OR EQUAL
10	STEEL FRAMED CANOPY WITH PRE-FINISHED EXTERIOR PHENOLIC CLADDING PANELS - ABET LAMINATI COLOR: 854 - SILVER BLEU OR EQUAL
11	STOREFRONT SYSTEM 1" TEMPERED DOUBLE-GLAZING



2 A-3 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



3 A-3 EXTERIOR ELEVATION - WEST
1/8" = 1'-0"

1 - CMU GROUND FACE

BASALITE
COLOR : 490



2 - STANDING SEAM MTL. ROOF

AEP SPAN - DESIGN SPAN
COLOR : TAHOE BLUE



6 - PHENOLIC WALL PANELS

ABET LAMINATI - MEG
COLOR : 480-GRIGIO PLOMO



7 - PHENOLIC WALL PANELS

ABET LAMINATI
COLOR : 854 - SILVER BLEU

9 - PHENOLIC WALL PANELS

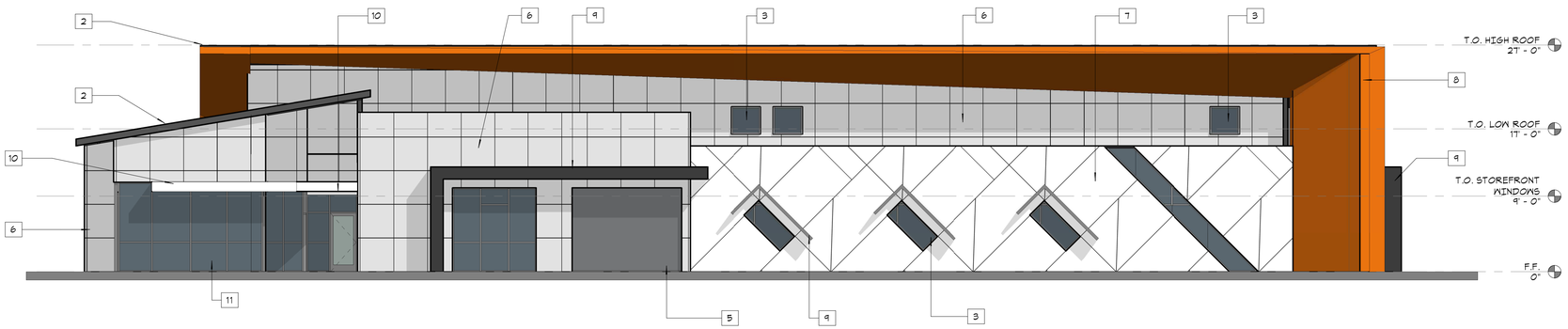
ABET LAMINATI - MEG
COLOR : 545-VOLCANO



8 - PHENOLIC WALL PANELS

ABET LAMINATI - MEG
COLOR : 749-BAMBOO GOLD





5 A-3 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"

C13

EXTERIOR ELEVATIONS

A-3

04/10/2020

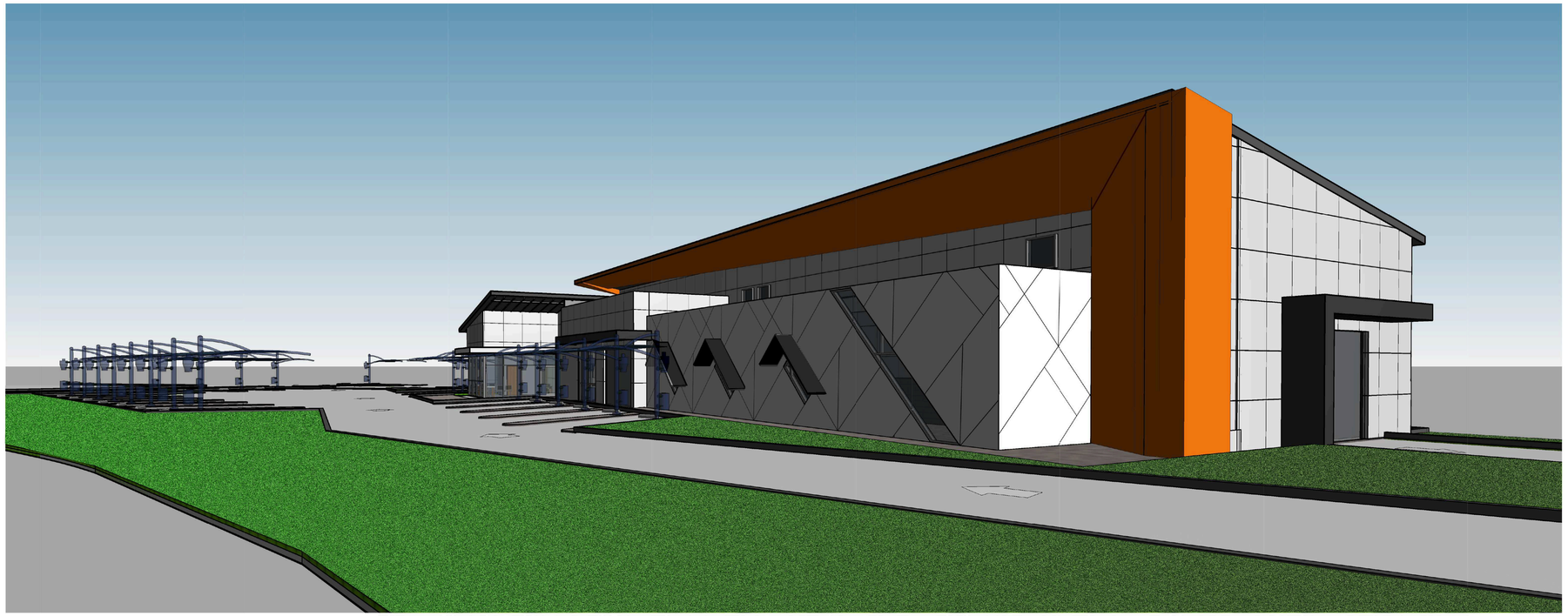
DUCKY'S CAR WASH

Richard Miller

Lone Tree Way Cor. Country Hills Drive
Antioch CA94509

Graphic Scale: 1 inch = 20 feet
0 20' 40' 60' 80'

LDA Partners
DESIGNERS & ARCHITECTS



1 A-4 3D View A



2 A-4 3D View B



3 A-4 3D View C

C14

Perspectives

A-4

04/10/20

DUCKY'S CAR WASH

Richard Miller

Lone Tree Way Cor. Country Hills Drive
Antioch CA 94509

LDA Partners
DESIGNERS & ARCHITECTS

D-Series Size 0
LED Area Luminaire



Catalog Number

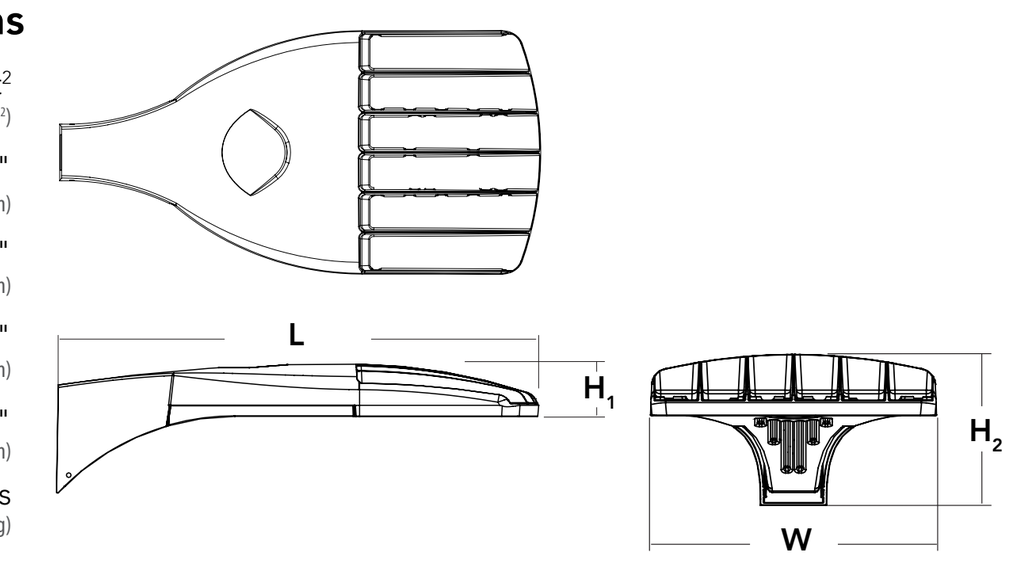
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA:	0.95 ft² (.09 m²)
Length:	26" (66.0 cm)
Width:	13" (33.0 cm)
Height₁:	3" (7.62 cm)
Height₂:	7" (17.8 cm)
Weight (max):	16 lbs (7.25 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

A+ Capable options indicated by this color background.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1, P4, P7, P2, P5, P3, P6; **Rotated optics** P10[1], P12[1], P11[1], P13[1]	30K 3000 K; 40K 4000 K; 50K 5000 K	T1S Type I short; T2S Type II short; T2M Type II medium; T3S Type III short; T3M Type III medium; T4M Type IV medium; TFTM Forward throw medium; T5VS Type V very short; T5S Type V short; T5M Type V medium; T5W Type V wide; BLC Backlight control[2]; LCCO Left corner cutoff[2]; RCCO Right corner cutoff[2]	MVOLT[3,4]; 120[4]; 208[4]; 240[4]; 277[4]; 347[4,5]; 480[4,5]	**Shipped included** SPA Square pole mounting; RPA Round pole mounting; WBA Wall bracket; SPUMBA Square pole universal mounting adaptor[6]; RPUMBA Round pole universal mounting adaptor[6]; **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[7]

Control options		Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[8,9]; PIRHN Network, high/low motion/ambient sensor[10]; PER NEMA twist-lock receptacle only (control ordered separate)[11]; PER5 Five-pin receptacle only (control ordered separate)[11,12]; PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate)[11,12]; DMG 0-10V dimming extend out back of housing for external control (control ordered separate)	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[13,14]; PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[13,14]; PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[13,14]; PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[13,14]; FAO Field adjustable output[15]	**Shipped installed** HS House-side shield[16]; SF Single fuse (120, 277, 347V)[4]; DF Double fuse (208, 240, 480V)[4]; L90 Left rotated optics[1]; R90 Right rotated optics[1]; DDL Diffused drop lens[16]; **Shipped separately** BS Bird spikes[17]; EGS External glare shield[17]	DDBXD Dark bronze; DBLXD Black; DNAXD Natural aluminum; DWHXD White; DDBTXD Textured dark bronze; DBLBXD Textured black; DNATXD Textured natural aluminum; DWHGXD Textured white

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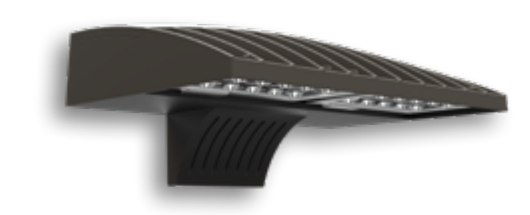
D-Series Size 1
LED Wall Luminaire



Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

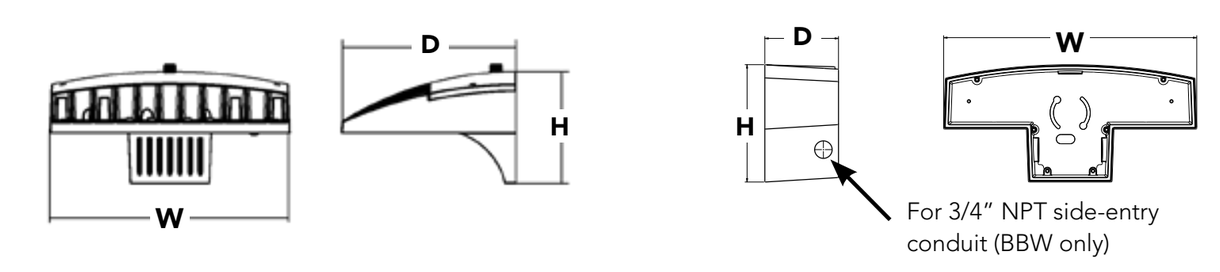
Specifications

Luminaire

Width:	13-3/4" (34.9 cm)	Weight:	12 lbs (5.4 kg)
Depth:	10" (25.4 cm)		
Height:	6-3/8" (16.2 cm)		

Back Box (BBW, ELCW)

Width:	13-3/4" (34.9 cm)	BBW Weight:	5 lbs (2.3 kg)
Depth:	4" (10.2 cm)	ELCW Weight:	10 lbs (4.5 kg)
Height:	6-3/8" (16.2 cm)		



Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C 10 LEDs (one engine); 20C 20 LEDs (two engines)[1]	350 350 mA; 530 530 mA; 700 700 mA; 1000 1000 mA (1 A)[1]	30K 3000 K; 40K 4000 K; 50K 5000 K; AMBPC Amber phosphor converted	T2S Type II Short; T2M Type II Medium; T3S Type III Short; T3M Type III Medium; T4M Type IV Medium; TFTM Forward Throw Medium; ASYDF Asymmetric diffuse	MVOLT[2]; 120[3]; 208[3]; 240[3]; 277[3]; 347[3,4]; 480[3,4]	**Shipped included** (blank) Surface mounting bracket; BBW Surface-mounted back box (for conduit entry)[5]	**Shipped installed** PE Photoelectric cell, button type[6]; DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately); PIR 180° motion/ambient light sensor, <15' mtg ht[1,7]; PIRH 180° motion/ambient light sensor, 15-30' mtg ht[1,7]; PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[1,7]; PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[1,7]; ELCW Emergency battery backup (includes external component enclosure), CA Title 20 Noncompliant[8,9]

Other Options	Finish (required)
Shipped installed SF Single fuse (120, 277 or 347V)[3,10]; DF Double fuse (208, 240 or 480V)[3,10]; HS House-side shield[11]; SPD Separate surge protection[12]; **Shipped separately**[11] BSW Bird-deterrent spikes; WG Wire guard; VG Vandal guard; DDL Diffused drop lens	DDBXD Dark bronze; DBLXD Black; DNAXD Natural aluminum; DWHXD White; DSSXD Sandstone; DDBTXD Textured dark bronze; DBLBXD Textured black; DNATXD Textured natural aluminum; DWHGXD Textured white; DSSTXD Textured sandstone

Accessories

Ordered and shipped separately.

DSXWHS U	House-side shield (one per light engine)
DSXWBSW U	Bird-deterrent spikes
DSXW1WG U	Wire guard accessory
DSXW1VG U	Vandal guard accessory

NOTES
1. 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4. Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5. Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
6. Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
7. Reference Motion Sensor table on page 3.
8. Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com
9. Not available with SPD.
10. Not available with ELCW.
11. Also available as a separate accessory; see Accessories information.
12. Not available with ELCW.

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DUCKY'S CAR WASH LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER/CATALOG NUMBER	LIGHT SOURCE	BALLAST/DRIVER	WATTS	VOLTAGE	DESCRIPTION
SF1	LITHONIA LIGHTING DSX0-LED-P4-30K-T4M-MVOLT-RPA-DMG-HS-DBLXD	LED 3000k/70 CRI 5,384 LUMENS	0-10V DIMMING LED	49 W	120 V	25' POLE MOUNTED AREA LIGHT FIXTURE. MOUNTED ON A ROUND 2-7/8" DIAMETER POLE. PROVIDE HOUSE-SIDE SHEILD.
SF1A	LITHONIA LIGHTING DSX0-LED-P4-30K-T4M-MVOLT-RPA-DMG-HS-DBLXD	LED 3000K/70 CRI 5,834 LUMENS	0-10V DIMMING LED	49 W	120 V	SAME AS FIXTURE SF1, BUT WITH TWO HEADS.
SF2	LITHONIA LIGHTING DSXW1-LED-10C-350-30K-T3M-MVOLT-PE-DMG-DDL-DBLXD	LED 3000K/70 CRI 2,010 LUMENS	0-10V DIMMING LED	13 W	120 V	EXTERIOR LED WALL PACK.
SF3	LITHONIA LIGHTING LIL-LED-30K-MVOLT	LED 3000K 800 LUMENS	LED	8 W	120 V	EXTERIOR KED WALL PACK.
SF4	PHILIPS LIGHTING S7R-830k-10-BK-Z10U	LED 3000K/80 CRI 1000 LUMENS	0-10V DIMMING LED	14 W	120 V	7" SURFACE MOUNTED DOWNLIGHT.

LIGHTING SYMBOLS

- ROUND DOWNLIGHT LUMINAIRE, RECESSED IN CEILING.
- SINGLE-HEAD AREA LUMINAIRE WITH BRACKET ARM AND POLE, MOUNTED TO CONCRETE BASE.
- TWO-HEAD AREA LUMINAIRES WITH BRACKET ARMS AND POLE, MOUNTED TO CONCRETE BASE.
- AREA LUMINAIRE, SURFACE OR RECESSED MOUNTED TO WALL.

ELECTRICAL SHEET INDEX

SHEET NO.	SHEET NAME	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	SUBMITTAL 04
E0.01	SYMBOLS LIST AND CUTSHEETS				
E1.00	SITE LIGHTING PLAN				
E1.01	SITE LIGHTING CALCULATIONS				

LIL LED
LED Wall Luminaire



Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

	Standard	With Battery Pack(EL)
Width:	5"	5-7/8"
Height:	5-1/8"	6-1/8"
Depth:	2-3/4"	4-1/4"
Weight:	1.5 lbs	3 lbs

Introduction

LIL LED is a compact and energy efficient wall luminaire ideal for replacing small incandescent and CFL luminaires. Photocell and battery pack options make LIL LED great for installations above doors, balconies, garage or warehouse entrances, and security applications. Whether directly mounting to a recessed junction box, or using the back box accessory for conduit entry/through wiring, LIL LED has you covered!

Ordering Information

EXAMPLE: LIL LED 40K MVOLT WH

LIL LED

Series	Color Temperature	Voltage	Controls	Mounting	Finish
LIL LED	30K 3000 K; 40K 4000 K	MVOLT 120 / 277V[1]	(blank) None; PE MVOLT button photocell[1,2]; EL Battery pack[2]	(blank) None; BB Back box accessory for conduit wiring[3]	DDBTXD Dark bronze; WH White

Accessories

Ordered and shipped separately.

LIL LED BB DDBTXD	Back box for conduit entry applications, dark bronze - CI Code *249WXH
LIL LED BB WH	Back box for conduit entry applications, white - CI Code *249WXJ

NOTES
1. MVOLT driver operates on 120V and 277V (50/60Hz).
2. PE and EL cannot be ordered together.
3. Optional accessory for conduit entry wiring. Can be ordered with the luminaire or separately. Shipped separately. BB option is not available with emergency battery pack (EL) version.

FEATURES & SPECIFICATIONS

INTENDED USE
The versatility of LIL LED combines a sleek, compact profile with photocell and emergency battery pack options to provide a great solution for wall mount applications. LIL LED is ideal for replacing up to 100W incandescent or 32W CFL luminaires in installations above doors, balconies, garage or warehouse entrances, and security applications. It can also be used for decorative and general lighting in outdoor environments.

CONSTRUCTION
Aluminum housing with white or textured dark bronze paint for lasting durability. The polycarbonate lens creates uniform light distribution, and it is UV resistant - great for outdoor environments!

OPTICS
Light engines are available in 3000K and 4000K CCTs. See Lighting Facts label and photometry reports for specific fixture performance.

ELECTRICAL
LED technology provides long operating life (L70/50,000 hours at 25°C). Electronic drivers have a power factor >90% and THD <20% and a minimum 2.5kV surge rating.

INSTALLATION
Easily mounts to recessed junction boxes or for surface mounting and conduit entry — with the back box with two 1/2" threaded conduit entry hubs.

This luminaire is mounted with the lens facing down. Neutral wire is required for three phase input.

LISTINGS
UL Listed to U.S. and Canadian safety standards for wet locations. Rated for -40° C minimum to 40° C maximum ambient temperature. Battery pack versions are rated to 0° C minimum. Tested in accordance with IESNA LM-79 and LM-80 standards.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Eligible to be submitted for Title 20 and Title 24 compliance.

WARRANTY
5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

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PHILIPS LIGHTOLIER

Downlighting

SlimSurface

5", 7" and 10" round aperture LED surface mount downlight



SlimSurface is a 5/8" thick LED surface mounted luminaire with the appearance of a recessed downlight. Easy to install into most standard j-boxes, the SlimSurface round apertures are available as a 5" 650lm, 7" 1000lm and 10" 2200lm fixture.

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:



Ordering guide

example: S5R830K7AL

Family	CRI	CCT	Lumens	Finish	Dimming
S5R SlimSurface 5" Round	8 80; 9 90[1]	27K 2700K; 30K 3000K; 35K 3500K; 40K 4000K	7 650lm	blank White; AL Aluminum; BK Black	blank ELV / Triac (120V)
				W White; AL Aluminum; BK Black	Z10U 0-10V (120V-277V)
S7R SlimSurface 7" Round	8 80; 9 90[1]	27K 2700K; 30K 3000K; 35K 3500K; 40K 4000K	10 1000lm	blank White; AL Aluminum; BK Black	blank ELV / Triac (120V)
				W White; AL Aluminum; BK Black	Z10U 0-10V (120V-277V)
S10R SlimSurface 10" Round	8 80; 9 90[1]	27K 2700K; 30K 3000K; 35K 3500K; 40K 4000K	22 2200lm	blank White; AL Aluminum; BK Black; MT Metal	blank ELV / Triac (120V)
				W White; AL Aluminum; BK Black	Z10U 0-10V (120V-277V)

1. Configurations using 90 CRI are only available with 2700K & 3000K CCT.

Features

1. **Flange:** One piece plastic flange. Injection molded white, applied aluminum or black.
2. **Lens:** High transmittance lens allowing for smooth, comfortable light pattern.
3. **Power supply:** Integral class 2 driver. Factory wired electronic LED driver (see Electrical section for specifications)
4. **LED Strip:** Utilizes Philips LEDs.
5. **Lifetime:** Expected lifetime 50,000 hours and backed by a 5-year warranty (see Philips.com/warranties for details).
6. **Compliance:** Non-conductive fixture for shower light application.

Dimming

Intended for ELV/Triac (120V) or 0-10V dimming (120V-277V) based on the configuration. Min 90°C supply conductors.

Electrical

Electronic power supply: RoHS compliant. Class 2 power unit. Unit tolerates sustained open circuit and short circuit output conditions without damage.

Electrical specifications	Dimming	Input volts	Input frequency	Input current	Input Power	THD Factor	Power Factor	Minimum Operating Temp.
Slim 5" 650lm	Triac	120V	50/60Hz	0.08A	9.5W	<15%	>0.9	-20°C
	0-10V	120V	50/60Hz	0.09A	10.1W	<20%	>0.9	-20°C
		277V	50/60Hz	0.04A	10.2W	<20%	>0.9	-20°C
Slim 7" 1000lm	Triac	120V	50/60Hz	0.13A	14.2W	<15%	>0.9	-20°C
	0-10V	120V	50/60Hz	0.12A	14.4W	<20%	>0.9	-20°C
		277V	50/60Hz	0.06A	14.7W	<20%	>0.9	-20°C
Slim 10" 2200lm	Triac	120V	50/60Hz	0.20A	23.2W	<20%	>0.9	-20°C
	0-10V	120V	50/60Hz	0.20A	23.2W	<10%	>0.95	-20°C
		277V	50/60Hz	0.09A	24.6W	<15%	>0.95	-20°C

Fore more details, please see LED-DIM-DL spec sheet.

Labels

cULus listed. ENERGY STAR® certified.
Wall-mounted: damp location only.
Ceiling-mounted: wet location.

c UL us LISTED ENERGY STAR

C15

SYMBOLS LIST AND CUTSHEETS

E0.01

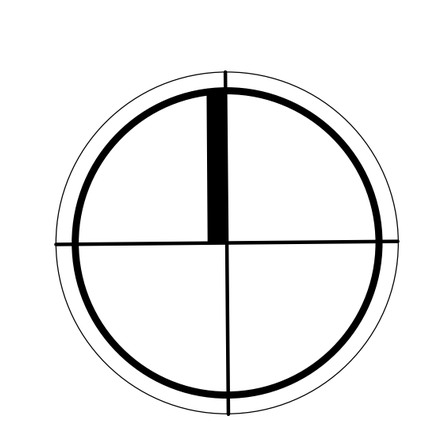
5/16/2019

DUCKY'S CAR WASH

Richard Miller

LONE TREE WAY & COUNTRY HILLS DRIVE, ANTIOCH, CA 94509

Graphic Scale:
0 20' 40' 60' 80'



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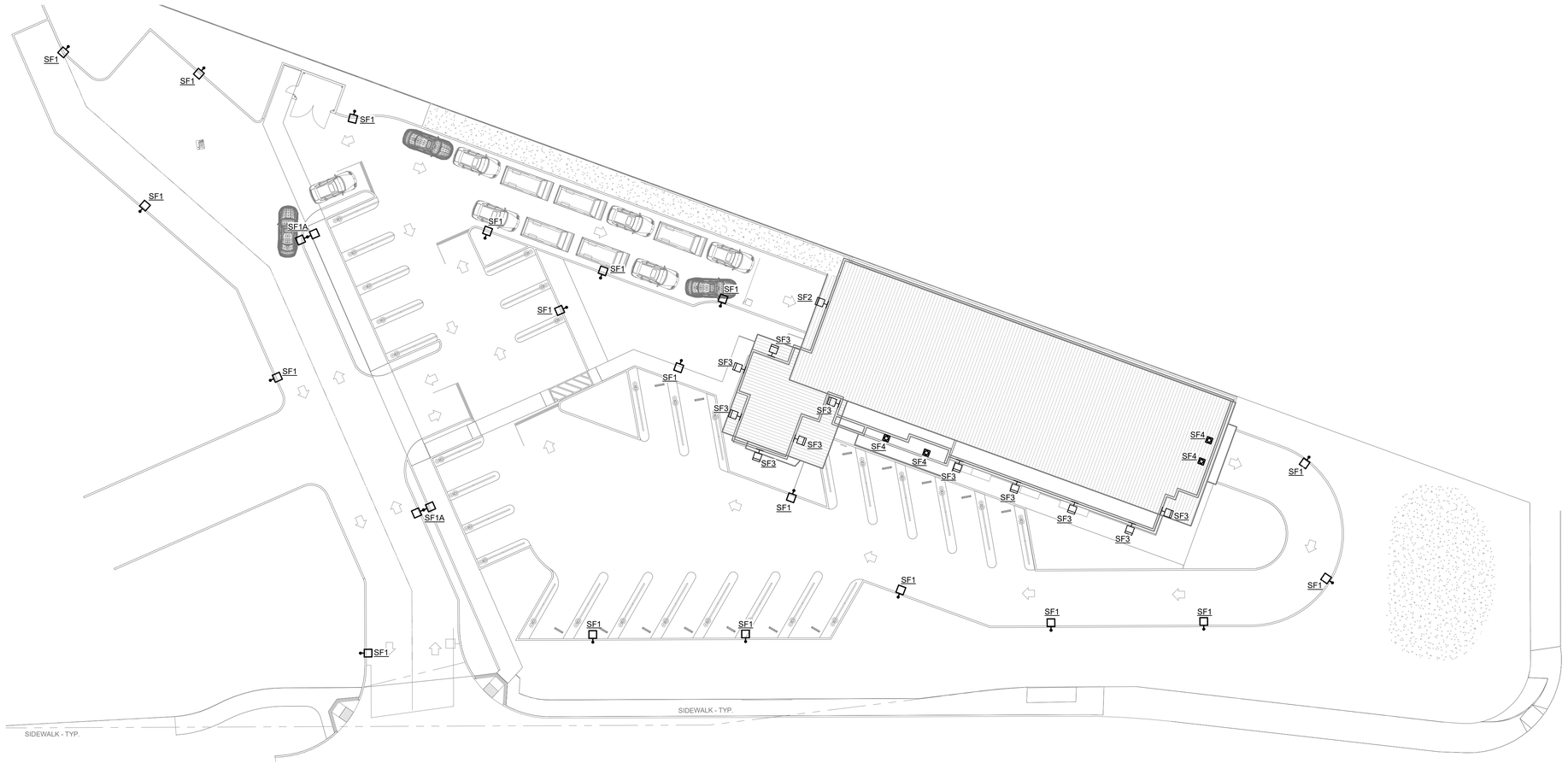
(530) 886-8556



1 SITE LIGHTING PLAN

SCALE: 1" = 20'-0"

C16

SITE LIGHTING PLAN

E1.00

5/16/2019

DUCKY'S CAR WASH

Richard Miller

LONE TREE WAY & COUNTRY HILLS DRIVE, ANTIOCH, CA 94509

Graphic Scale: 1" = 20'-0"

0 20' 40' 60' 80'

The Engineering Enterprise
CONSULTING ENGINEERS
1125 HIGH STREET
AUBURN, CA 95603
(530) 886-8556

ElumTools General Use Illuminance Results					
Calculation Points Name	Average	Maximum	Minimum	Average / Minimum	Maximum / Minimum
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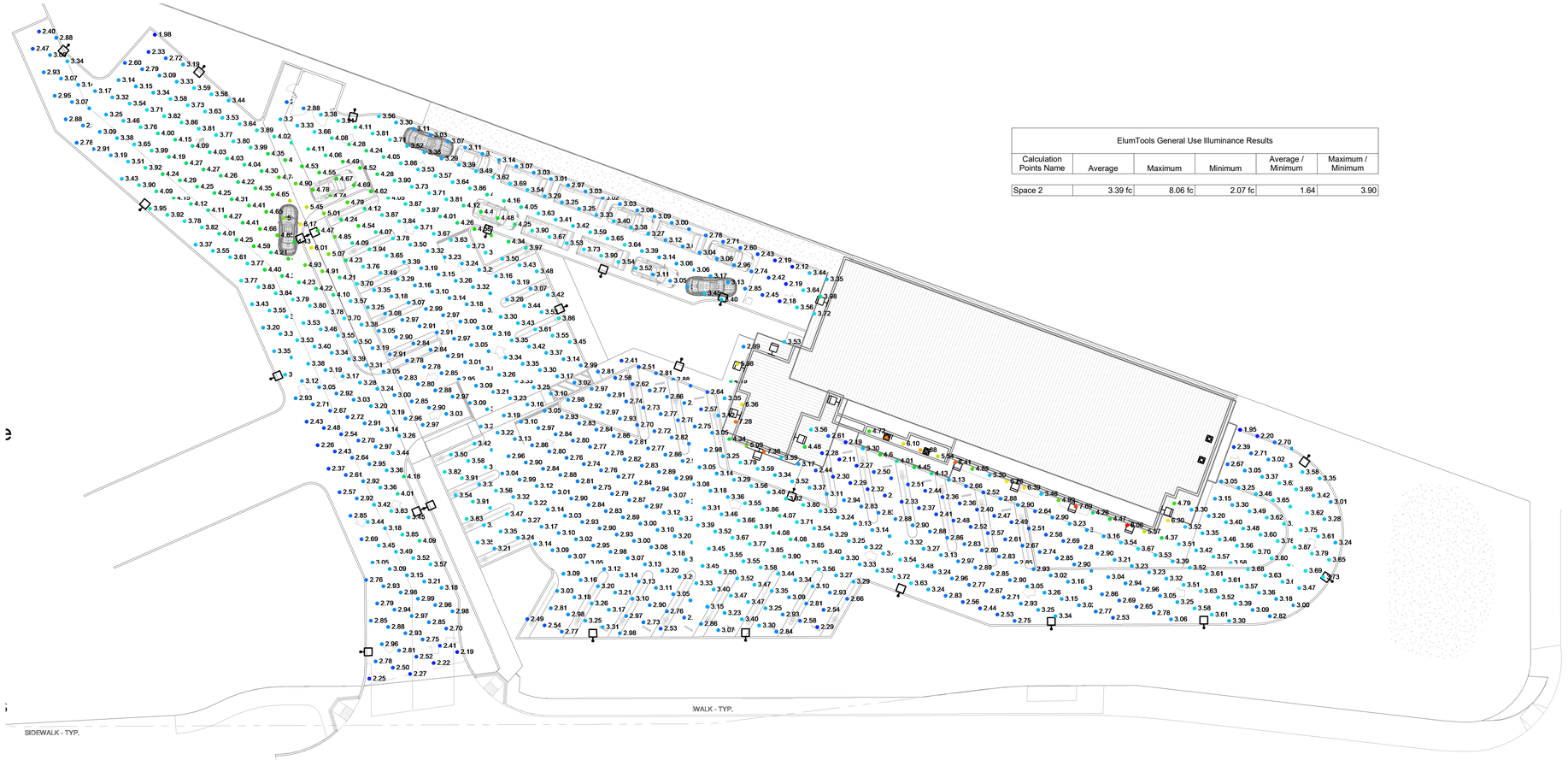


LONE TREE W

1 SITE LIGHTING CALCULATIONS

SCALE: 1" = 20'-0"

C17

SITE LIGHTING CALCULATIONS

E1.01

5/16/2019

DUCKY'S CAR WASH

Richard Miller

LONE TREE WAY & COUNTRY HILLS DRIVE, ANTIOCH, CA 94509

Graphic Scale: 1" = 20'-0"

0 20' 40' 60' 80'

The Engineering Enterprise
CONSULTING ENGINEERS
1125 HIGH STREET
AUBURN, CA 95603
(530) 886-8556

DUCKY'S CAR WASH – PROJECT DESCRIPTION

BUILDING DESIGN:

The car wash building is designed to have a modern, clean, and fresh look, with white and light grey neutral colors, and straight lines and edges. Design concept is a transition out of traditional look for car wash design, and provide something that will stands out with other structures around the commercial neighborhood. This will attract local and transient customers around the area. It will keep the business going and will be generating profit which will be in favor for both the business owner, the community, and the City of Antioch.

The building is designed with durable materials such as at the base which is a CMU ground face block walls wainscoting, and wall steel-framed above it. Supported by metal stud framing are the main exterior finish materials called phenolic panels. These materials are easy to clean. It is extremely weather resistant, and does not melt with fire, extremely durable, and modern looking. Roofing material will be standing seam metal roof, in light bluish-grey neutral color that blends with the color of the walls, and the rest of the building materials used.

Diagonal windows and lines is introduced in the façade to create accent and interesting design feature of the building. Wood textured phenolic panels were also placed continuously from the end corner wall up to the roof, then tapering to the other end then down wall. Another design feature of the car wash that provided mass and accent to the design of the structure.

CONDITION:

ANY DEVELOPMENT ON THE ADJACENT PARCEL WILL NEED TO BE ARCHITECTURALLY COMPATIBLE WITH THE CAR WASH DESIGN.

PROPOSED OFF-SITE IMPROVEMENTS:

Scope of work for the proposed off-site improvements include the following:

1. Construction of deceleration lane (right-turn) to site.
2. Construction of new driveway.
3. Striping and Signage.
4. The above works requires right-of-way dedication to the City.

SITE DESIGN AND LANDSCAPE:

Enhanced landscaping is provided along all the perimeters at a low level height of less than 32 inches in height. This allows a view to the Car Wash and at the same time is used as buffer to minimize noise that is coming from car washing and vacuum equipment.

The site is designed to allow efficient traffic flow of incoming and outgoing vehicles. Cars that need to be serviced for car washing has been provided with access road on the perimeter of the lot so that cars will go around the property without interrupting the vehicles inside the lot that is serviced to operate the vacuum equipment.

MONUMENT SIGN:

The monument sign is composed of Lexan-polycarbonate faces and translucent vinyl graphics with aluminum frame and backlit with LED strip lights. The base is made out of Aluminum cladding with Tex coat finish painted SW"Cityscape"

LED Illuminated Channel Letter System

404"

27"

DUCKY'S CAR WASH

A

76"

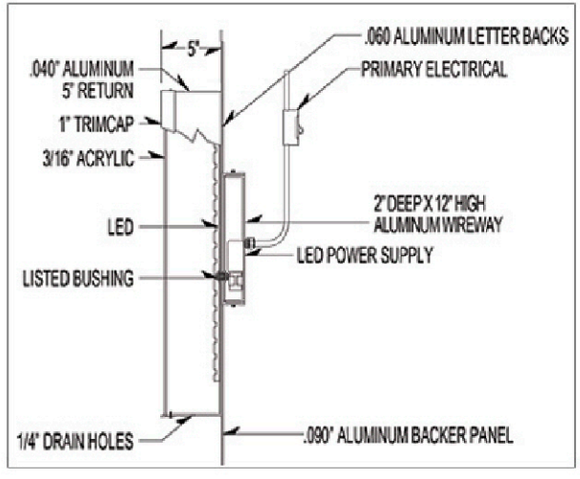
77"

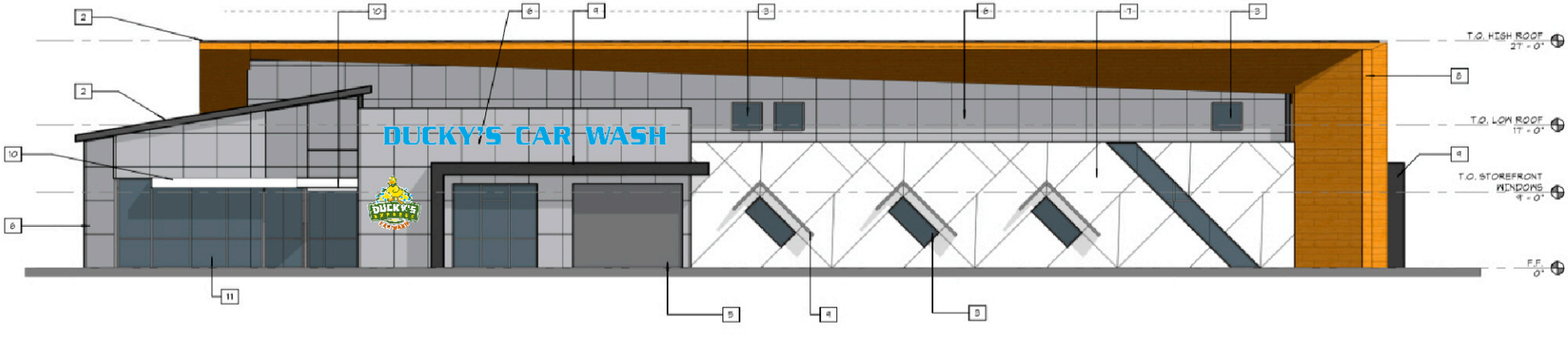


B

White Returns
White Trimcap
3M Translucent "Light European Blue"
Over 2447 White Acrylic

Logo:
White Returns
White Trimcap
3M Translucent Digitally Printed
Over 2447 White Acrylic





EXTERIOR ELEVATION - SOUTH 156' Frontage

E1

ATTACHMENT E

TRACYSIGN INC Lic # 907315	Ducky's Car Wash Lone Tree Way at Country Hills Dr. Antioch Ca	Customer Approved Landlord Approved	3771 w. 11th St. Tracy, Ca. 95304 V 209.835.3464 F 209.835.3471

LED Illuminated Channel Letter System

342“

24“

DUCKY’S CAR WASH

E

76“

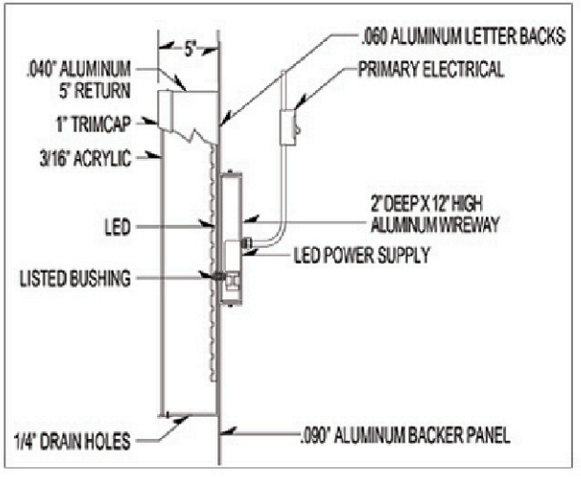
77“



D

White Returns
White Trimcap
3M Translucent “Light European Blue“
Over 2447 White Acrylic

Logo:
White Returns
White Trimcap
3M Translucent Digitally Printed
Over 2447 White Acrylic





2 EXTERIOR ELEVATION - EAST 66’ Frontage
A-3 1/8" = 1'-0"

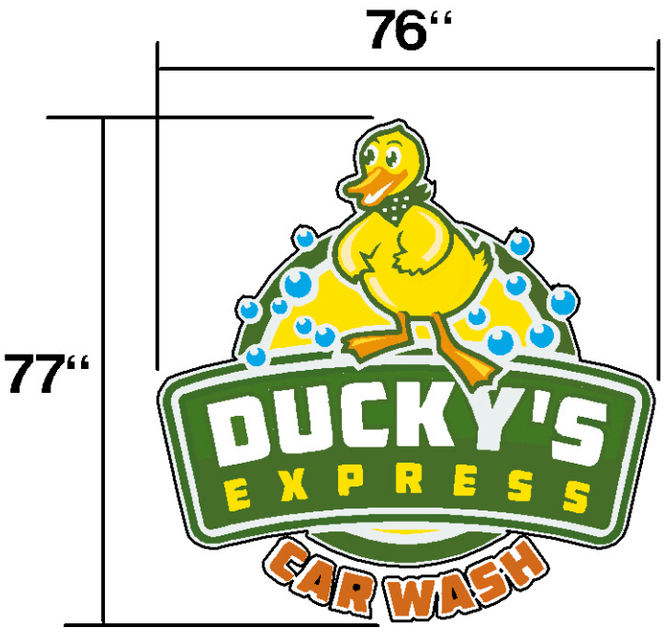
E2

TRACYSIGN INC
Lic # 907315

Ducky’s Car Wash
Lone Tree Way at Country Hills Dr.
Antioch Ca

Customer Approved		3771 w. 11th St. Tracy, Ca. 95304 V 209.835.3464 F 209.835.3471
Landlord Approved		

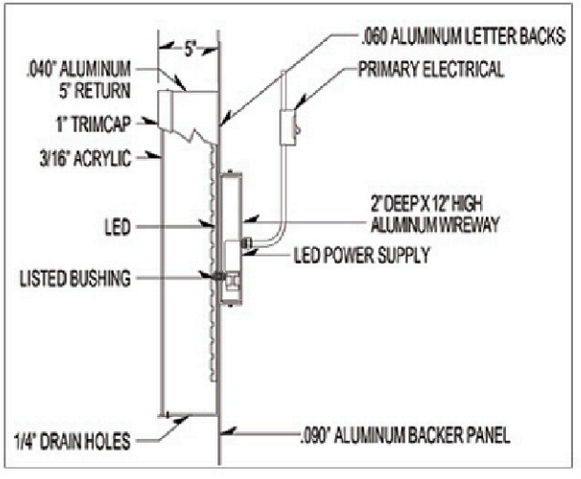
LED Illuminated Channel Letter System



White Returns
White Trimcap
3M Translucent “Light European Blue“
Over 2447 White Acrylic

Logo:
White Returns
White Trimcap
3M Translucent Digitally Printed
Over 2447 White Acrylic

C





3 A-3 EXTERIOR ELEVATION - WEST 1/8" = 1'-0"

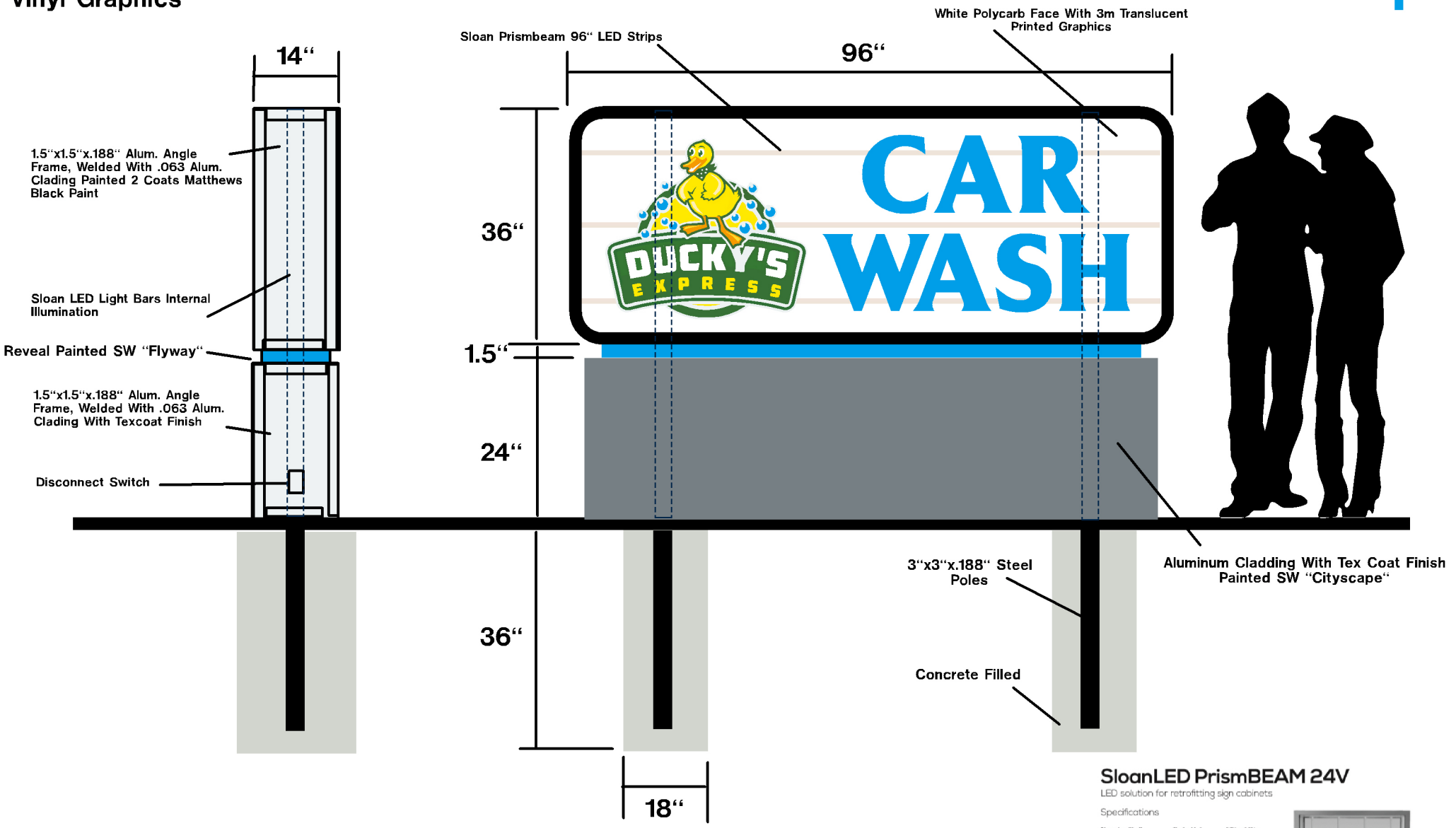
66’ Frontage

E3

TRACYSIGN INC Lic # 907315	Ducky’s Car Wash Lone Tree Way at Country Hills Dr. Antioch Ca	Customer Approved Landlord Approved		3771 w. 11th St. Tracy, Ca. 95304 V 209.835.3464 F 209.835.3471

Aluminum LED Illumnated Monument Sign With Lexan Faces & Translucent Vinyl Graphics

F



E4

SloanLED PrismBEAM 24V

LED solution for retrofitting sign cabinets

Specifications

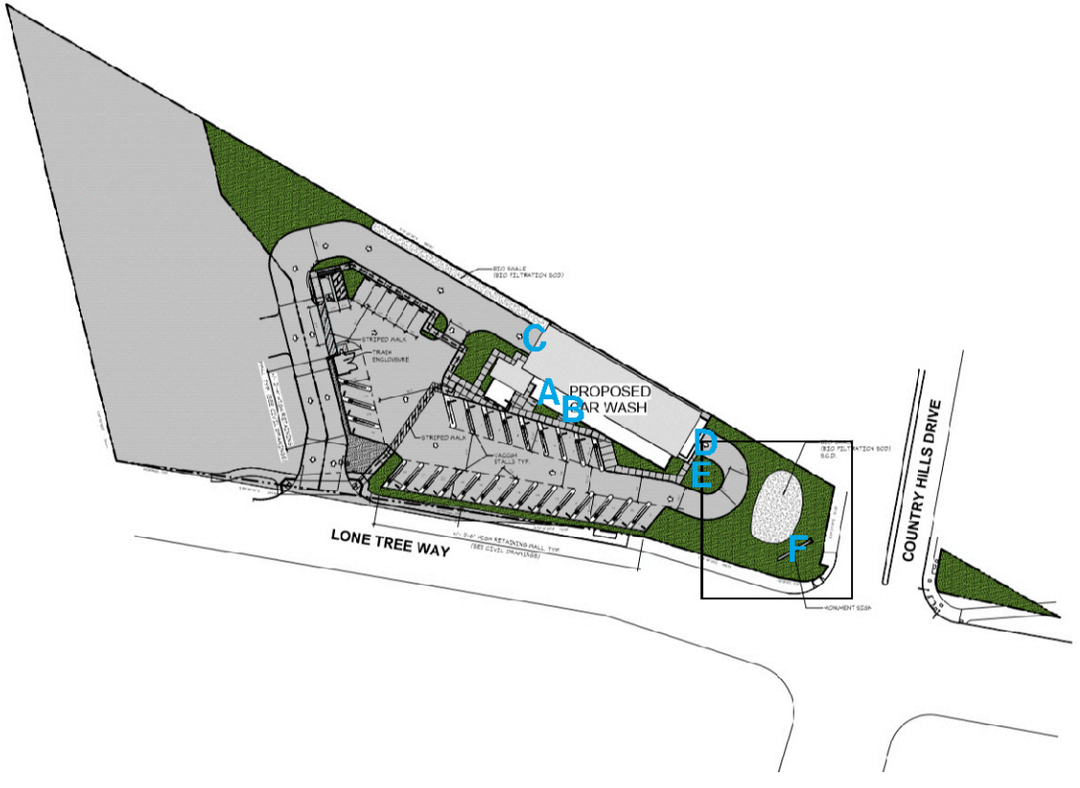


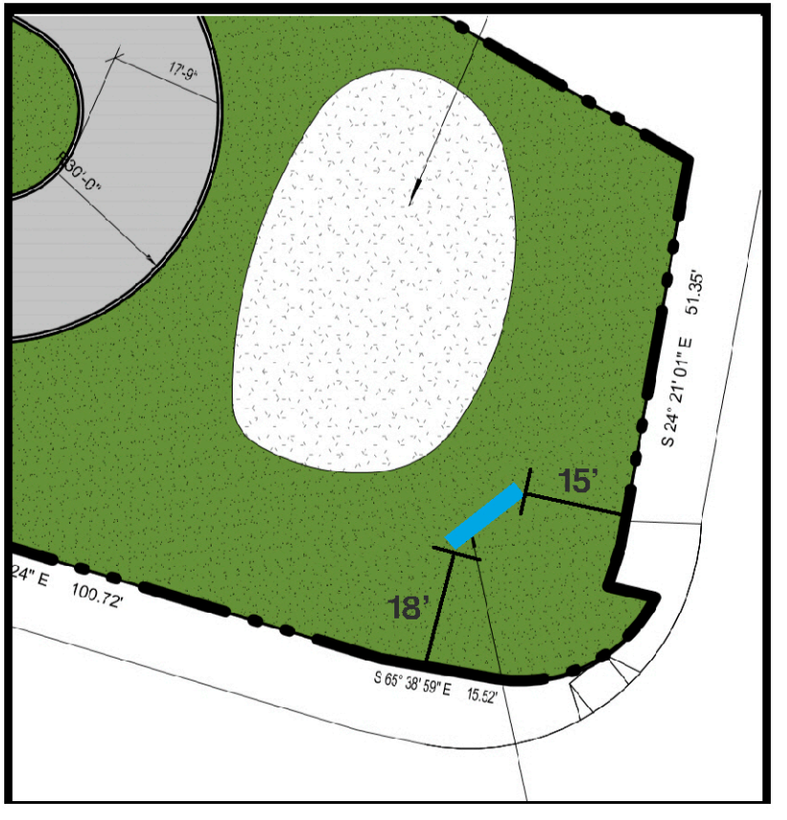
TRACYSIGN INC
Lic # 907315

Ducky’s Car Wash
Lone Tree Way at Country Hills Dr.
Antioch Ca

Customer Approved		
Landlord Approved		

3771 w. 11th St.
Tracy, Ca. 95304
V 209.835.3464
F 209.835.3471





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TRACYSIGN INC Lic # 907315	Ducky's Car Wash Lone Tree Way at Country Hills Dr. Antioch Ca	Customer Approved Landlord Approved		3771 w. 11th St. Tracy, Ca. 95304 V 209.835.3464 F 209.835.3471

ATTACHMENT F

Contra Costa County Fire Protection District

June 25, 2020

Mr. Richard Miller.
4850 Redwood Road
Napa, CA 94558

Subject: Ducky's Car Wash
0 Lone Tree Way and Country Hills Drive, Antioch
CCCFPD Project No.: P-2020-02822

Dear Mr. Miller:

We have reviewed the development plan application to establish a car wash of approximately 6,498 sq ft of undetermined construction type 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), and Local and County Ordinances and adopted standards:

1. Access as shown on 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. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (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. Submit at least two sets of architectural drawings to the Fire District for review and pay the associated fees.

4. 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

5. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC

6. The building as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2019 edition of NFPA 13 Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County General Plan / Contra Costa County Ordinance 2019-37.

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. Provide safety during construction. (Ch.33) CFC

9. The developer shall submit a minimum of two (2) complete sets of 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

    - Building construction plans
    - Private underground fire service water mains
    - Fire sprinklers
    - Fire alarm
    - Emergency Responder Radio Coverage System (ERRCS)

CONTACT THE FIRE DISTRICT (MINIMUM 2 WORKING DAYS IN ADVANCE) AT 925-941-3300 EXT 3902 TO SCHEDULE AN INSPECTION OF THE ACCESS AND HYDRANT INSTALLATION PRIOR TO CONSTRUCTION OR THE STORAGE OF COMBUSTIBLE MATERIALS ON THE JOB SITE.

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,

Steve Rupnow
Fire Inspector

cc: City of Antioch Community Development
200 H Street
Antioch CA 94509

File: 0 LONETREE WAY and COUNTRY HILLS DR-PL-P-2020-02822

F2

Ducky's Car Wash Project

CEQA Addendum to Adopted Mitigated Negative Declaration

December 17, 2020

Prepared for:

City of Antioch
200 H Street
Antioch, CA 94509

Prepared by:

Stantec Consulting Services Inc.
1340 Treat Boulevard Suite 300
Walnut Creek CA US 94597

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Attachment A. Air Quality and Greenhouse Gas Assessment of Ducky's Car Wash Project

Abbreviations

AB	Assembly Bill
BAAQMD	Bay Area Air Quality Management District
CALGreen	California Green Building Standard Code
CEQA	California Environmental Quality Act
City	City of Antioch
dB	Decibels
EIR	Environmental Impact Report
GHG	Greenhouse gas
ISMND	Initial Study/Mitigated Negative Declaration
PG&E	Pacific Gas and Electric

1.0 SUMMARY

This document is an Addendum to the adopted Initial Study/Mitigated Negative Declaration (ISMND) that was prepared for the Bank of Agriculture and Commerce and Auto Spa Project (hereafter referred to as the approved project) (City of Antioch 2008), located at the intersection of Lone Tree Way and Country Hills Drive, in the City of Antioch (City). The ISMND for the approved project was prepared in compliance with the California Environmental Quality Act (CEQA) in support of the discretionary approvals required to develop the project. The ISMND was adopted and approved by the City on December 16, 2008. The approved project would construct and operate an approximately 3,500-square-foot full-service bank, as well as an approximately 5,125-square-foot car wash with two shade canopies on approximately 2.3 acres.

Since the time of project approval, Richard Miller (project proponent) has modified the project (hereafter referred to as the modified project). The primary modification to the approved project is the removal of the Bank of Agriculture and Commerce from the development. The primary focus of this Addendum is to analyze the environmental impact(s) of proposed changes to the approved project. This evaluation will determine whether any new significant environmental impacts that were not previously identified in the adopted ISMND would result from the modified project, or whether previously identified significant impacts would be substantially more severe as a result of these changes.

As described herein, an evaluation has been conducted that confirms that the impacts from the modified project would not be more severe than those from implementation of the approved project, and no new significant impacts would occur. This Addendum also evaluates whether any changes in circumstances surrounding the modified project or new information of substantial importance would cause new significant environmental effects or a substantial increase in the severity of such effects beyond what was identified in the adopted ISMND. The evaluation of changes in the circumstances and new information is focused on whether changes of substantial importance have occurred to environmental conditions on the project site and in the area or to applicable plans, policies, or regulations.

2.0 PURPOSE OF THE ADDENDUM

The purpose of this Addendum is to evaluate whether the modified project as currently proposed would result in any new or substantially greater significant effects or require any new mitigation measures not identified in the 2008 ISMND for the approved project. This Addendum together with the 2008 ISMND will be used by the City when considering approval of the modified project.

3.0 CEQA AUTHORITY FOR THE ADDENDUM

CEQA and CEQA Guidelines establish the type of environmental documentation that is required when changes to a project occur after adoption or certification of an ISMND. Section 15164(b) states, "An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent [environmental impact report] or negative declaration have occurred."

In order to give a degree of finality to CEQA documentation, Section 15162 of the CEQA Guidelines states that when an Environmental Impact Report (EIR) has been certified or a negative declaration has been adopted for a project, no EIR shall be prepared for the project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, that one or more of the following occur:

1. Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, or the negative declaration was adopted, shows any of the following:

    a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration,

    b. Significant effects previously examined will be substantially more severe than shown in the previous EIR,

    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or

    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

It has been determined through the analysis contained herein that none of the conditions requiring preparation of a Subsequent Mitigated Negative Declaration have occurred and that the changes as part of the modified project would not result in additional significant impacts or a substantial increase in the severity of previously identified significant impacts. There are no substantial changes to the immediate



environmental setting of the project site which have been identified since project approval and adoption of the ISMND. No other additional information of substantial importance, which would require major revisions to earlier analyses that would warrant preparation of a Subsequent EIR pursuant to Section 15162 of the CEQA Guidelines has been found. As such, pursuant to CEQA, this Addendum is the appropriate documentation to address the proposed changes to the approved project. The adopted ISMND and associated technical appendices are incorporated by reference herein.

4.0 PROJECT DESCRIPTION

The modified project is in southeastern Antioch, on the northwest corner of Lone Tree Way and Country Hills Drive. The project site is an undeveloped parcel that was historically used for agriculture. The original 2.3-acre project site was subdivided into two parcels as part of the project approval in 2008 and is designated as a business park under the City of Antioch's General Plan and zoned planned development. The modified project would be located on the approximate 1.3-acre parcel on the east side of the approved project site, in Contra Costa County, Assessor's Parcel Number 055-071-114.

4.1 SURROUNDING LAND USES AND SETTING

The project site encompasses about 1.3 acres on a parcel that that is currently vacant and undeveloped. The site is surrounded by urban development. Surrounding land uses are as follows:

- **North:** Immediately adjacent to the north side of the project site is the Mokelumne walking trail and just beyond that to the north is offices.
- **South:** Lone Tree Way is immediately south of the project site and a gas station and fast food restaurant lie beyond that.
- **East:** Country Hills Drive is immediately east of the project site and a vacant parcel of land lies east beyond that.
- **West:** Immediately west of the project site is the undeveloped parcel that was part of the approved project. Beyond the parcel are single family residences.

4.2 SUMMARY OF THE APPROVED PROJECT

The project that was approved in 2008 involves the development of an approximately 2.3-acre parcel consisting of an approximately 3,500-square-foot, full-service bank, as well as an approximately 5,125-square-foot car wash with two shade canopies. The hours of operation for the car wash were approved for 7:00 a.m. to 7:00 p.m. Noise levels during the construction phase were expected to vary up to a maximum of 90 decibels (dB) at 50 feet from the construction site during the noisiest phases of construction. It was expected that, during the construction period, commercial uses surrounding the project site could be exposed to noise levels exceeding 70 dB for short periods of time. The approved project included a four-blower system with four motors to dry the vehicles as they leave the car wash tunnel. Thus, operational noise was expected; however, noise levels at the nearest residence were not expected to exceed the General Plan level of 60 dB. The approved project was expected to generate 58 morning peak hour trips and 195 afternoon peak hour trips, which includes both the bank and the car wash.

The approved project also included offsite improvements including the construction of a deceleration lane (right-turn) into the site, construction of a new driveway, road striping and signage, and right-of-way dedication to the City.



4.3 SUMMARY OF PROJECT CHANGES

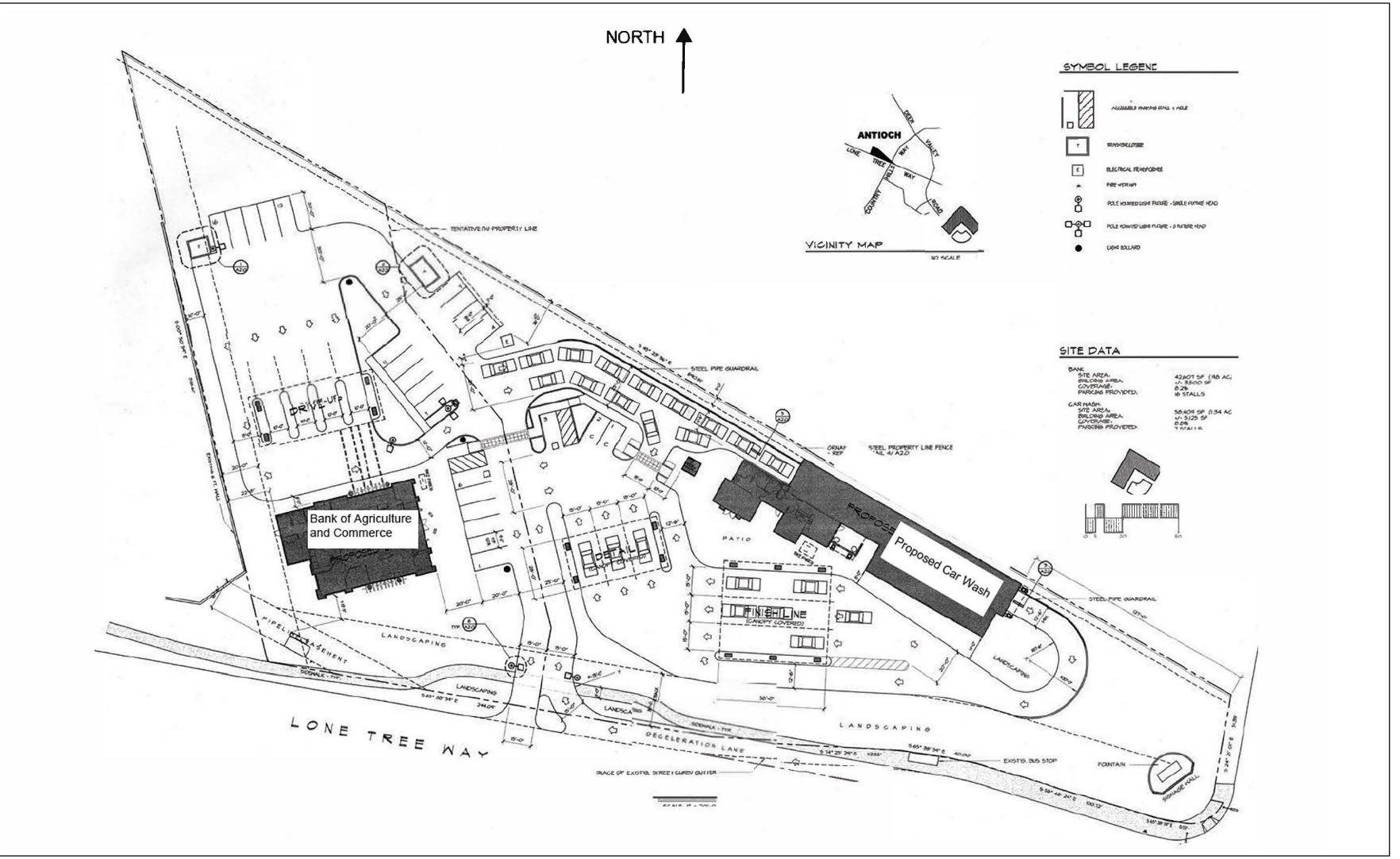
This Addendum addresses proposed changes to the approved project. The primary change is the removal of the previously proposed Bank of Agriculture and Commerce in the parcel to the west of the project site. The modified project includes a new single-story car wash tunnel with office space, a customer lounge, and restrooms. The project includes parking areas for employees and customers with 23 covered self-service vacuum stalls. Other changes between the 2008-approved project description and the modified project are summarized in Table 1.

Table 1. Project Changes

Approved project	Modified Project
3,500-square-foot full-service bank, as well as an approximately 5,125-square-foot car wash with two shade canopies	6,336-square-foot car wash, only; the bank would not be constructed
23 automobile parking stalls (16 for the bank and 7 for the car wash)	5 automobile parking stalls
Estimated operational trips (bank and car wash) 58 morning peak hour trips and 195 afternoon peak hour trips	Estimated operational trips: 13 morning peak hour trips and 38 afternoon peak hour trips
No covered vacuum stalls	23 covered vacuum stalls

Figure 1 depicts the layout of the original approved project, which includes a 3,500 square foot bank, a 5,125 square foot car wash building with two canopied parking areas for about nine to 12 cars for detailing and finishing, 23 automobile parking stalls (16 for the bank and seven for the car wash), and four drive up teller stalls (bank only). The layout of the approved project included about 101,000 square feet of impervious area. Figure 2 depicts the modified project, which would instead include five automobile parking stalls, 23 covered self-service vacuum stalls, a 6,336-square-foot car wash building and 0.92 acre (about 40,000 square feet) of impervious area on the eastern portion of land that was included and evaluated in the adopted ISMND. The general layout of the two facilities is similar, with automobiles entering from Lone Tree way, and traveling north to the entrance of the carwash. The main building layout is on the northern side of the parcel, similar to the approved project. The revised layout would result in a reduction of approximately 45 morning peak hour trips, 157 afternoon peak hour trips, 15 automobile parking stalls and 61,000 square feet of impervious area.

As discussed further below, any potential impacts related to the modifications associated with project parking areas have been evaluated in the approved ISMND and would be mitigated to a less-than-significant level with the incorporation of the same adopted mitigation measures.



G11

Project Location
Antioch, Californnia

Source: Abrams Associates Traffic Engineering, Inc.

Client/Project
Ducky's Car Wash
Project
Draft CEQA Addendum to Adopted Mitigated Negative Declaration

Figure No.
1

Title

Ducky's Car Wash Approved Project Layout

Stantec

Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.



Project Location
Antioch, Californnia

Source: LDA Partners.

Client/Project
Ducky's Car Wash
Project
Draft CEQA Addendum to Adopted Mitigated Negative Declaration

Figure No.
2

Title

Ducky's Car Wash Modified Project Layout

G12

Stantec

Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

5.0 COMPARATIVE ANALYSIS OF IMPACTS

5.1 MODIFIED PROJECT IMPACTS

Updated potential impacts on resources that were previously discussed in the 2008 adopted ISMND are discussed in more detail below. New analysis not previously conducted in the 2008 document is provided, where appropriate, based on the updated 2018 Appendix G CEQA checklist. As noted, there would be no new potential environmental impacts as the modified project would comply with all requirements and applicable mitigation measures identified in the 2008 adopted ISMND including the following:

- AIR-1: construction-phase air quality measures
- BIO-1: pre-construction nesting surveys and monitoring during construction
- CULT-1: halt ground disturbing activities in the event of an inadvertent discover of cultural resources
- GEO-1: geotechnical design measures
- GEO-2: (implement Mitigation Measure AIR-1), construction-phase air quality measures
- HYD-1: preparation and implementation of a stormwater pollution prevention plan
- HYD-2: preparation and implementation of a stormwater control plan
- HYD-3: install an oil-water separator
- HYD-4: drainage plans that will not create potential hydromodification impacts downstream
- NOISE-1: limit construction activities that generate noise levels above 60 dB Community Noise Equivalent Level
- TRAN-1: lengthen eastbound turn lane

Consistent with the approved project, impacts associated with the modified project would be within the scope of the analysis of the 2008 adopted ISMND and would be less than significant.

5.1.1 Aesthetics

The 2008 adopted ISMND did not identify any scenic resources that would be impacted by the approved project. The City' General Plan contains policies designed to protect scenic vistas from adverse impacts. Important scenic resources within the City such as the Mt. Diablo ridgeline and the San Joaquin River, are not visible from the site. The modified project would not result in the degradation of the existing visual character of the site and its surroundings and may enhance the visual character of the area 1) by eliminating a vacant parcel in an urban area and 2) through enhanced landscaping. The site is not considered a scenic resource and the modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and impacts to aesthetics would be less than significant.

5.1.2 Agriculture and Forestry Resources

The project site was not originally identified to contain important farmland, pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency; Williamson Act lands; timberland; or forestland. The modified project is not located on important farmland pursuant to the Farmland Mapping and Monitoring Program (DOC 2020). The site is situated in an urban setting and is not currently used as farmland. Therefore, the modified project would be within the scope of the impacts identified in the 2008 adopted ISMND, and there would be no impacts to agriculture or forestry resources.

5.1.3 Air Quality

With respect to air quality impacts resulting from the modified project, construction and operation of the modified project would not exceed any quantitative impacts. The 2008 ISMND used the Bay Area Air Quality Management District's (BAAQMD's) 1999 Air Quality Guidelines, but the City of Antioch has chosen to use the 2017 California Environmental Quality Act Air Quality Guidelines for screening and analysis purposes for air quality impacts. Pursuant to the 2017 Air Quality Guidelines, if a project does not exceed the thresholds contained in the 2017 Air Quality Guidelines (BAAQMD 2017), it would result in a less-than-significant impact.

The 1999 BAAQMD Air Quality Guidelines did not have numeric thresholds for construction emissions, but they recommended incorporation of best management practices for the control of fugitive dust. These best management practices were incorporated into the approved project as Mitigation Measure AIR-1. The modified project would also incorporate this mitigation measure. The approved project operational emissions were determined to be less than the BAAQMD 1999 thresholds of significance (i.e., 80 pounds per day of reactive organic gases, nitrogen oxide pollutants, and inhalable particles with diameters that are generally 10 micrometers and smaller) which resulted in a less-than-significant impact. The modified project would not result in operational-related air pollutants or precursors that would exceed the current BAAQMD's thresholds of significance, which are more stringent than the 1999 thresholds, indicating that ongoing modified project operations would not be considered to have the potential to generate a significant quantity of air pollutants (see Attachment 1). The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND, and with implementation of Mitigation Measure AIR-1, impacts to air quality would be less than significant.

5.1.4 Biological Resources

The biological resource that was identified to potentially occur on the project site was burrowing owl *(athene cunicularia)*. Recent data inquiries concluded that, burrowing owl is the only special status species that has the potential to occur on the project site (CDFW 2020; USFWS 2020a). However, it is unlikely the site is used by the species for nesting or foraging due to the high impact of human disturbance and marginal habitat quality. The vacant and undeveloped project site has been previously subject to disking and mowing. The site is also surrounded by urban development. The site is not known to contain or provide habitat for candidate, sensitive, or special-status species. Mitigation Measure BIO-1 from the 2008 adopted ISMND would be implemented to reduce potential impacts that the modified project may have on burrowing owl, and impacts would be less than significant. The modified project site

does not contain any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service (USFWS 2020b). There are no wetlands located within the modified project site (Google Earth 2020; USFWS 2020c). The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND, and with implementation of Mitigation Measure BIO-1, impacts to biological resources would be less than significant.

5.1.5 Cultural Resources

The 2008 adopted ISMND did not identify any cultural resources or human remains that would be impacted by the approved project. No historical or archaeological resources are known to exist at the project site or in the immediate vicinity. During project grading and excavation, there is the possibility that unidentified historical or archaeological resources could be discovered, causing a significant impact. Mitigation Measure CULT-1 from the 2008 ISMND would be implemented, requiring the construction contractor to halt ground disturbing activities in the event on an inadvertent discovery to reduce potential impacts that the modified project may have on historical and archaeological resources, and impacts would be less than significant. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND, and with implementation of Mitigation Measure CULT-1, impacts to cultural resources would be less than significant.

5.1.6 Energy

The 2008 adopted ISMND did not contain an analysis of energy impacts resulting from the approved project, therefore this is new analysis since approval of the approved project. During construction, vehicles, including worker commuter vehicles and heavy construction equipment, would require the use of gasoline and diesel fuel for power. Construction is anticipated to last approximately seven months. This short duration of equipment usage would not create a wasteful or significant increase in demand for fuel supplies; therefore, impacts to energy resources would be less than significant.

Operation of the modified project would result in the consumption of energy to power equipment and lighting. Pacific Gas and Electric (PG&E) provides electricity and natural gas services to the City of Antioch. The City is located within PG&E's Delta Distribution Planning Area, which covers the eastern portion of Contra Costa County from Bay Point to Discovery Bay. Electricity distribution facilities are located throughout the Distribution Planning Area, with no one set of facilities dedicated to serving the City. On October 31, 2008, PG&E completed construction of a new distribution substation in Antioch, located approximately 4 miles south of East 18th Street and Drive-In Way. The Antioch substation improves the reliability and safety of electric services to southern Antioch. Electricity to the modified project would be provided by PG&E. All electricity infrastructure would be located underground and would tie into existing infrastructure.

It is expected that building energy consumption associated with the modified project would not be any more inefficient, wasteful, or unnecessary than for any other similar buildings in the region. Current state regulatory requirements for new building construction contained in the 2016 California Green Building Standard Code (CALGreen) and Title 24 Building Energy Efficient standards would increase energy



efficiency and reduce energy demand in comparison to existing commercial structures, and therefore reduce actual environmental effects associated with energy use from the modified project. Additionally, the CALGreen and Title 24 standards have increased efficiency standards through each update. Therefore, while the modified project would result in a small increase in electricity demand, the electricity would be consumed more efficiently and would be typical of this type of development. Compliance with future building code standard would result in increased energy efficiency.

The City's General Plan includes Energy Objective 10.8.1 to reduce the reliance on nonrenewable energy sources in existing and new commercial, industrial, and public structures through implementation of energy resource policies to encourage the use of renewable energy and decrease energy demand. Additionally, General Plan Objective 7.4.1 includes the Non-Motorized Transportation Objective to maintain a safe, convenient, and continuous network of pedestrian sidewalks, pathways, and bicycle facilities to facilitate bicycling and walking as alternatives to the automobile. The City's Climate Action Plan also includes strategies focused on green building, renewable energy, transportation and land use, education, and waste management.

The modified project would not conflict with the energy objectives of the General Plan or the strategies in its Climate Action Plan. The modified project would comply with the versions of California Code of Regulations Titles 20 and 24, including CALGreen, that are applicable at the time that building permits are issued and with all applicable City measures. Impacts on energy from the modified project would be less than significant.

5.1.7 Geology and Soils

The 2008 adopted ISMND indicated that the project site is not situated within an Alquist-Priolo Earthquake Faut Zone, however the project site is subject to ground shaking. Due to its proximity to areas with moderate seismic activity, the modified project would be subject to ground shaking which presents a potential hazard to the structure. A geotechnical study was performed for the approved project, that indicated that the project site is comprised of soils that are cohesive in nature with a very stiff to hard consistency, and the potential for liquefaction at the project site is very low. The project site is nearly level and would not be subject to landslides. The modified project would be subject to Mitigation Measure GEO-1 from the 2008 ISMND, which would require that the project design meet or exceed the California Building Code standard for structural design requirements, thus reducing potential impacts to a less-than-significant level.

Grading and site preparation during construction of the modified project could expose soils and cause an increase in the potential for localized erosion. The City's grading permit would include provisions to reduce erosion during construction. Additionally, implementation of Mitigation Measure GEO-2 from the 2008 ISMND would further reduce erosion, and impacts would be less than significant. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND, and with implementation of Mitigation Measures GEO-1 and GEO-2, impacts to geology and soils would be less than significant.

5.1.8 Greenhouse Gas Emissions

GHG emissions would be generated from construction and operation of the modified project; however, GHG emissions would not exceed BAAQMD thresholds for operations. At the time of the preparation of the 2008 ISMND, the CEQA Guidelines had yet to be amended to include the evaluation of GHGs, although the 2008 ISMND acknowledged it was an emerging subject and provided a qualitative discussion of the project's impacts. The 2008 ISMND stated that there are currently no federal, state, air district, or City of Antioch thresholds of significance by which the above project emissions can be determined to be significant or not; and the document did not provide any numeric estimates. Since the preparation of the 2008 ISMND, thresholds for GHG emissions has continued to be in flux with BAAQMD providing its quantitative recommendations in its 2017 Guidance. However, the numeric threshold of 660 metric tons of carbon dioxide equivalent was used to assess operational impacts. The modified project's estimated annual emissions, 245 metric tons of carbon dioxide equivalent, would be below the threshold, and project impacts would be less than significant.

5.1.9 Hazards and Hazardous Materials

The 2008 adopted ISMND indicated that a small amount of commercially available hazardous materials such as oil and paint could be used during project construction but would not be of such quantities to present a threat to human or environmental health. Additionally, operation of the approved project would not increase the use of hazardous materials within and around the project site. The modified project is expected to use the same commercially available construction materials and would not require the use of hazardous materials onsite. There are no known hazardous materials on the site (CSWRCB 2020). One school is located within 0.25 mile of the modified project, Hilltop Christian School (located east of the site on Deer Valley Road). As noted, construction would include the use of small quantities of commercially available hazardous materials. Operation of the modified project would not substantially increase the use of hazardous materials within and around the project site. Small quantities of construction-related materials could be released within 0.25 mile of the school; however, such releases would not create a significant hazard and impacts would be less than significant. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and impacts to hazards and hazardous materials would be less than significant.

5.1.10 Hydrology and Water Quality

The 2008 adopted ISMND identified potential water quality issues during construction due to runoff from construction activities and impervious surfaces. The modified project would result in less acres disturbed during construction; however, runoff may still occur. Implementation of Mitigation Measure HYD-1 from the 2008 adopted ISMND requiring the construction contractor to prepare and implement a stormwater pollution prevention plan would reduce impacts resulting from construction-related pollutants to less than significant.

The modified project would result in a decrease of impervious surfaces; the amount of impervious surface would be about 40 percent less than what was expected for the approved project. The modified project would be subject to Mitigation Measure HYD-2 and Mitigation Measure HYD-4 which require compliance



with provision C.3 of the National Pollutant Discharge Elimination System: through this provision, the modified project will implement a Storm Water Control Plan. The Storm Water Control Plan addresses runoff from impervious surfaces by filtering water through infiltration planters, vegetated swales, and media filtration units. Additionally, discharge water from the modified project could result in excess oil entering the sewer system. Implementation of Mitigation Measure HYD-3, requiring an oil water separator would reduce impacts to water quality. As such, the modified project would not significantly increase impacts to water quality as compared to the approved project, and no new mitigation measures would be required.

The modified project would not require the use of groundwater; thus, the modified project would not decrease supplies or impede sustainable management of the basin. The site is not currently used as a groundwater recharge basin; therefore, the addition of 61,000 square feet (1.4 acres) of impervious area would not interfere with groundwater recharge. There are no enclosed bodies of water in the vicinity of the site that would cause tsunamis or seiches. The modified project site is not located in a flood hazard zone as defined by the Federal Emergency Management Agency, (FEMA 2009) and is not subject to inundation.

The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND, and with implementation of Mitigation Measures HYD-1 through HYD-4, impacts on hydrology and water quality would be less than significant.

5.1.11 Land Use and Planning

Consistent with the approved project, the modified project includes the establishment of a commercial facility on a parcel that has a general plan designation of business park and is zoned planned development within the City (City of Antioch 2020). As such, the modified project would not divide an established community and would be compatible with the City's existing General Plan and zoning designations for the site (City of Antioch 2003). The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and impacts to land use and planning would be less than significant.

5.1.12 Mineral Resources

The 2008 adopted ISMND did not identify as mineral resources on the project site. The modified project would be situated on the eastern side of the parcel that was previously analyzed for the approved project and was not identified to have any mineral resources on the project site. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and there would be no impacts on mineral resources.

5.1.13 Noise

The 2008 adopted ISMND identified construction-related noise impacts resulting from the approved project, however determined that noise levels of project operations would be below established noise standards. Construction and operation of the modified project would generate noise and vibration in the project vicinity similar to the approved project. However, implementation of Mitigation Measure NOI-1

which requires the contractor to limit construction-related activities that generate noise levels in excess of 60 decibels would reduce potential noise impacts to less-than-significant levels. Operational impacts would remain less than significant without the need for mitigation as the operational noise levels would be similar to those evaluated in the approved project. As such, the modified project would not significantly increase noise impacts as compared to the approved project, and no new mitigation measures would be required. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND, and with implementation of Mitigation Measure NOI-1, impacts on noise would be less than significant.

5.1.14 Population and Housing

The 2008 adopted ISMND determined that the approved project would not induce substantial population growth. The nature of the modified project would not result in population growth. Laborers would be needed for both construction and operation; however, it is expected that labor would be from local sources and would not induce any population increases in the City The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and there would be no impacts on population and housing.

5.1.15 Public Services

The 2008 adopted ISMND determined that the approved project would not result in a significant increased demand for fire or police protection and would not require additional schools or cause an increase in demand for public parks. The modified project includes the construction of a commercial facility. As such, the project does not result in physical impacts associated with new or physically altered governmental facilities. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and there would be no impacts on public services.

5.1.16 Recreation

The 2008 adopted ISMND determined that the approved project would not impact recreational facilities, nor require the construction or expansion of existing recreational facilities. The addition of a commercial facility in the City would not result in an increased use of recreational facilities. The site is located adjacent to the Mokelumne Trail; however, the modified project would not result in an increase in users of the walking trail. The modified project does not include the construction of new or expanded recreational facilities. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and there would be no impacts on recreation.

5.1.17 Transportation

The 2008 adopted ISMND determined that the approved project would potentially impact traffic within the study area. An increase of peak hour trips was estimated at 58 a.m. peak hour trips and 195 p.m. peak hour trips. The approved project also identified that the expected restriping of existing right turn lanes on Lone Tree Way would improve level of service within the intersections near the project site.

The modified project would result in a reduction of expected peak hour trips, due to the removal of one commercial facility on the project site. The estimated peak hour trips associated with the modified project would be about 13 a.m. peak hour trips and 38 p.m. peak hour trips. As such, traffic impacts are expected to be minimal and would not conflict with the City of Antioch's existing Transportation and Circulation element of their General Plan.

Contra Costa County's new Transportation Analysis guidelines screening criteria for vehicle miles travelled indicates that if a project includes 10,000 square feet or less of non-residential space, the project should be expected to cause a less than significant impact under CEQA and would not require further vehicle miles travelled analysis (Contra Costa County 2020). The modified project consists of a 6,336 square feet car wash. Since the modified project would consist of non-residential use and is less than 10,000 square feet, it can be presumed to have a less than significant impact.

Additionally, though the modified project would have a small increase in the number of vehicles travelling directly to/from the site, the addition of the modified project would create a new retail opportunity (car wash) for people who may travel to/from another similar site in another part of the City, which would therefore result in a net reduction of vehicle miles travelled within the City to other car washes, and would therefore be less than significant. The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and transportation impacts would be less than significant.

The 2008 traffic study identified Mitigation Measure TRAN-1, which required the lengthening of the eastbound left turn lane at the intersection of Lone Tree Way and Country Hills Drive to allow space for adequate deceleration and reduce cumulative future projected traffic conditions as identified for the approved project (Abrams Associates 2008). Given impacts from the modified project would be less than significant, Mitigation Measure TRAN-1 is no longer necessary to reduce any potential impacts and will therefore not be implemented as part of the modified project.

5.1.18 Tribal Cultural Resources

Potential impacts to tribal cultural resources was added to the CEQA Appendix G Checklist in July 2015 as a result of the passage and implementation of Assembly Bill (AB) 52; therefore, this topic was not evaluated in the 2008 adopted ISMND. AB 52 is applicable to all CEQA projects for which a Notice of Preparation, Notice of Mitigated Negative Declaration or Notice of Negative Declaration was filed or issued after July 1, 2015. Because the Notice of Intent to Adopt a Mitigated Negative Declaration for the 2008 approved project was filed before July 1, 2015, AB 52 does not apply to the modified project.

5.1.19 Utilities and Service Systems

The 2008 adopted ISMND indicated that the approved project would be served by existing City-owned and -operated water and wastewater treatment systems. These facilities would not require expansion to accommodate the approved project, and the resulting impact would be less than significant on utilities. The modified project would require connection to the existing City-owned and -operated water and wastewater treatment system. Project wastewater would be conveyed to the Delta Diablo Wastewater Treatment Facility. The treatment plant is currently meeting all State and Federal wastewater discharge requirements; therefore, the project would not necessitate the creation of new or the expansion of existing

facilities to provide service to the project. The City's 2016 Urban Water Management Plan (City of Antioch 2016) states the City will have an adequate water supply during normal years, single dry years, and multiple dry years through 2040 with existing entitlements, and includes short-term water purchases and a voluntary short-term conservation program during periods of drought conditions. Additionally, the modified project would be required to comply with the water conservation requirements codified in Title 6, Chapter 10 of the Municipal Code. Therefore, the modified project would be served by existing entitlements, and no new or expanded entitlements would be needed.

Solid waste disposal capacity would not pose a constraint to the solid waste disposal needs of the modified project. Solid waste collection and disposal in the Antioch areas is provided by Pleasant Hill Bayshore Disposal. Solid waste and recyclables from the City are taken to the Contra Costa Transfer and Recovery Station located in Martinez. Recyclables are separated out and stored at the Transfer and Recovery Station before shipment to recycling markets. Solid waste is transferred from the Transfer and Recovery Station to the Keller Canyon Landfill in Pittsburg. The Keller Canyon Landfill has a permitted capacity of 75,018,280 million cubic yards with a remaining capacity of 63,408,410 million cubic yards, and therefore has adequate capacity to serve the modified project (CalRecycle 2020).

The modified project would be within the scope of the impacts identified in the 2008 adopted ISMND and impacts on utilities would be less than significant.

5.1.20 Wildfire

At the time of preparation of the 2008 adopted ISMND, Wildfire was not assessed as it was not a resource topic in the Appendix G checklist. The project site is nearly level in an urbanized area and would not exacerbate wildfire risks or expose occupants to wildfire pollutants, nor would the modified project impair and adopted emergency response plan or emergency evacuation plan. The modified project would have no impact on wildfire.

6.0 CONCLUSION

Based on the above, as with the approved project, impacts associated with the modified project would remain less than significant as they are within the scope of impacts identified and evaluated in the adopted ISMND. No new or substantially more severe significant effects would occur, and no additional mitigation measures would be required.



7.0 REFERENCES

Abrams Associates. 2008. ECC Bank and Antioch Hand Car Wash. October.

Bay Area Air Quality Management District (BAAQMD). 2017. Air Quality Standards and Attainment Status. Accessible at: https://www.baaqmd.gov/about-air-quality/research-and-data/air-quality-standards-and-attainment-status. Accessed on November 10.

California Department of Conservation (DOC). 2020. California Important Farmland Finder, available at: https://maps.conservation.ca.gov/DLRP/CIFF/. Accessed on October 28.

California Department of Fish and Wildlife (CDFW). 2020. California Natural Diversity Database. October 22.

California State Water Resources Control Board (CSWRCB). 2020. GeoTracker database, available at: https://geotracker.waterboards.ca.gov/map/. Accessed on October 28.

CalRecycle. 2020. SWIS Facility/Site Activity Details Keller Canyon Landfill (07-AA-0032), available at: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/4407?siteID=228. November 10.

City of Antioch. 2003. General Plan. November 24.

_____. 2008. Bank of Agriculture and Commerce and Auto Spa Project – Mitigated Negative Declaration.

_____. 2016. Urban Water Management Plan. May.

_____. 2020. Zoning/Land Use designation map, available at: https://www.antiochca.gov/economic-development/zoning-land-use/. Accessed on October 12.

Contra Costa County. 2020. Contra Costa County Transportation Analysis Guidelines. June 23.

Federal Emergency Management Agency (FEMA). 2009. Flood Insurance Rate Map, Contra Costa County, California. Map Number 06013C0331F. June 16.

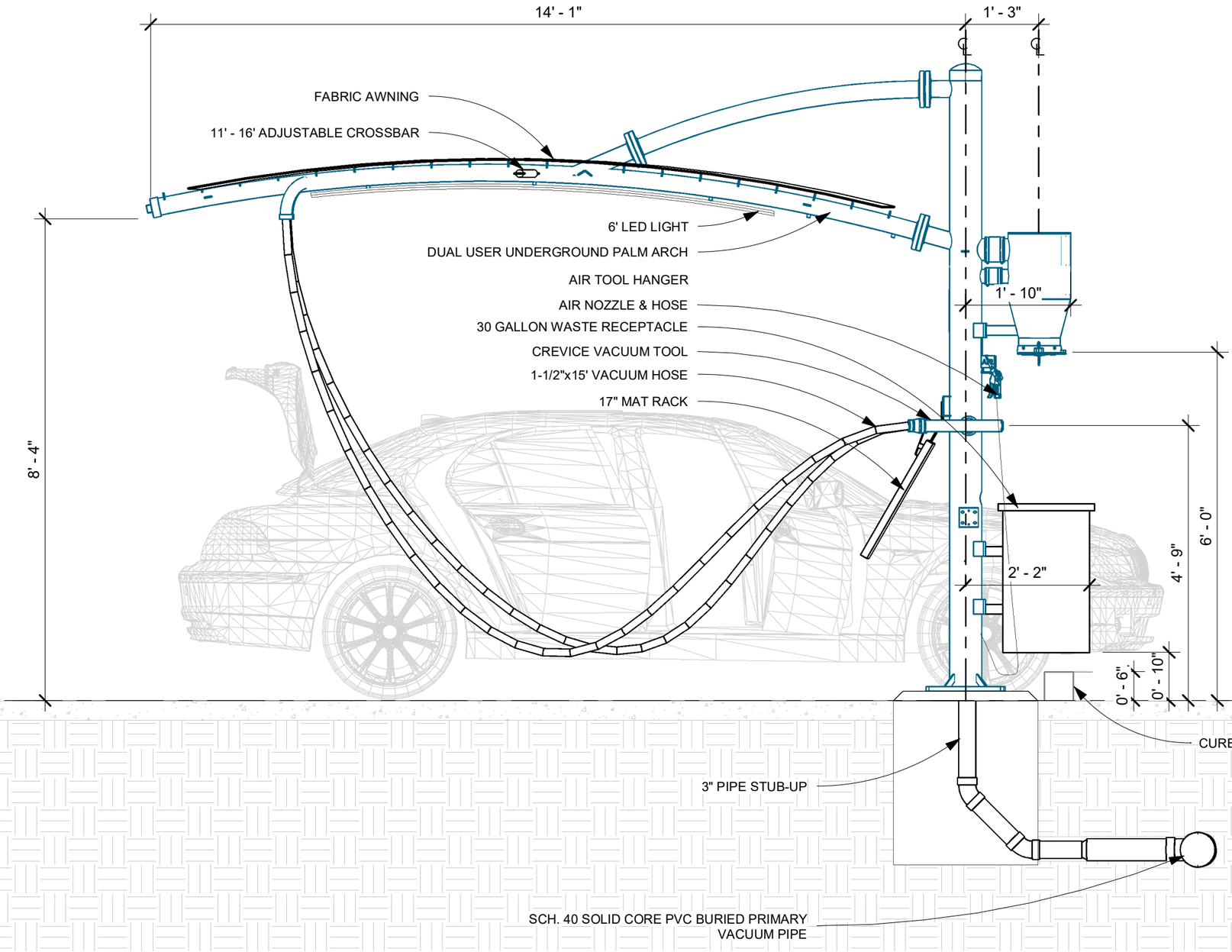
Google Earth. 2020. Online Imagery, 1993-2020 at latitude 37°58'6.91"N and longitude 121°47'11.33"W.

U.S. Fish and Wildlife Service (USFWS). 2020a. IPaC resource list. October 22.

_____. 2020b. ECOS Environmental Conservation Online System –online mapper, available at: https://ecos.fws.gov/ecp/report/table/critical-habitat.html. Accessed on October 28.

_____. 2020c. National Wetlands Inventory – Surface Waters and Wetlands mapping tool, available at: https://www.fws.gov/wetlands/data/Mapper.html. Accessed on November 10.

FIELD VERIFY ALL DIMENSIONS



1 PARKING ELEVATION

ATTACHMENT H

THIS PRELIMINARY DRAWING IS THE PROPERTY OF VACUTECH AND IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION WITHOUT WRITTEN CONSENT. WRITTEN CONSENT MAY NOT BE PROVIDED BY ANY PERSON, AGENCY, OR DEALER NOT AUTHORIZED BY VACUTECH.

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DUCKY'S CARWASH ANTIOCH

LONE TREE WAY & COUNTRY HILLS DR
ANTIOCH, CALIFORNIA 94531

#	Revision	By	Chk	Date
1	REVISED SPACE NUMBERS	KM	TT	10/16/19

PARKING ELEVATION

Project Number	19-0844
Date	10/1/09
Drawn By	KM
Checked By	MB

V301

10/17/2019 5:24:10 PM

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

SUBMITTED BY: Alexis Morris, Planning Manager AM by CL
Cindy Gnos, Contract Planner

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: Creekside/Vineyards at Sand Creek Project (GP-19-06, PD-19-02)

RECOMMENDED ACTION

The Planning Commission recommends that the City Council take the following actions:

1. Adopt the resolution in Attachment A certifying the Creekside/Vineyards at Sand Creek Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;
2. Adopt the resolution in Attachment B approving a General Plan Amendment for purposes of amending the City of Antioch General Plan Text and Land Use Map (GP-19-06);
3. Introduce the Ordinance in Attachment C rezoning the property to Planned Development District and adopting the development standards (PD-19-02); and
4. Adopt the resolution in Attachment D approving a Vesting Tentative Map, Design Review adopting Design Guidelines, and a Resource Management Plan.

FISCAL IMPACT

A Fiscal Impact Analysis (see Attachment H) was prepared for the proposed project. In general, the Fiscal Impact Analysis indicates that the project, at buildout, is estimated to have general positive fiscal impacts to the City's General Fund. The Analysis looked at an all senior community, a combined community, and an all single-family community. The scenarios are estimated to generate a total of approximately, $136,333, $117,624, and $88,472, respectively, in surplus revenue (including revenue from property tax, franchise fees, sales and use tax, and Measure W sales tax) for the City General Fund. In addition, the project is estimated to generate between $55,550 and $111,096 in CFD2018-2 Special Tax revenue annually at build-out to fund City police services.

DISCUSSION

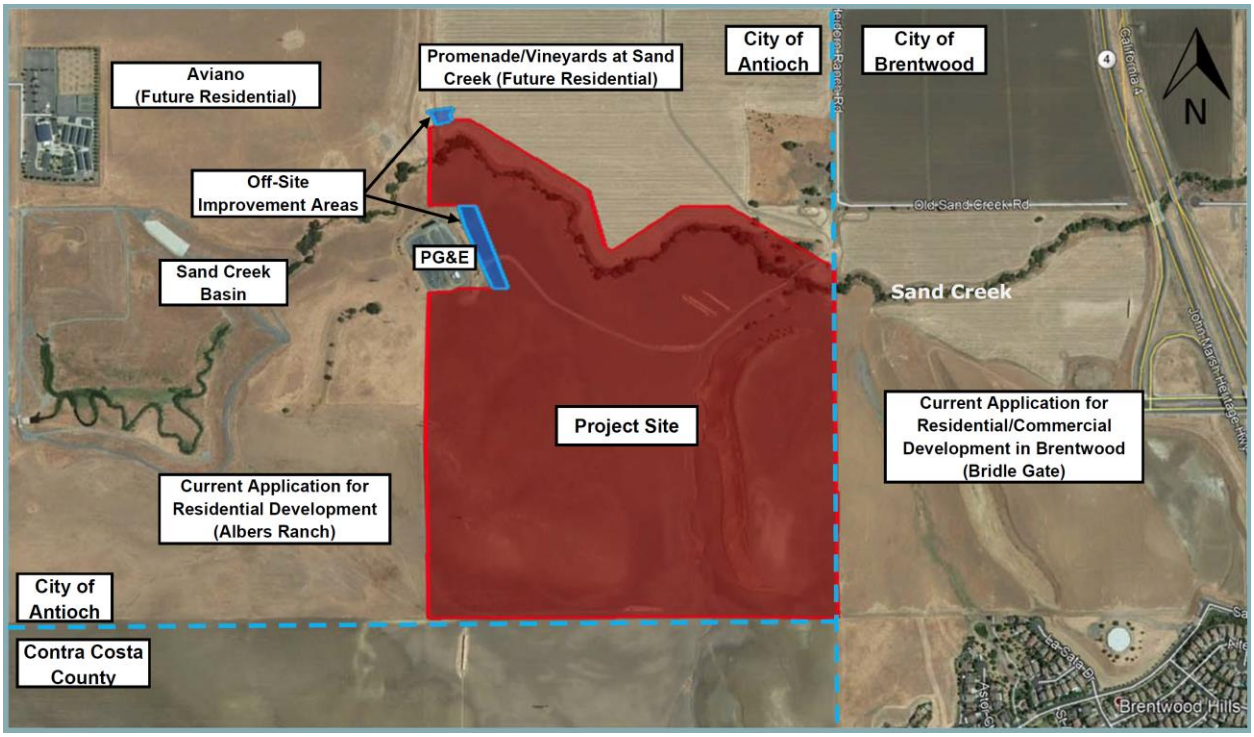
Project Overview/Requested Approvals

The applicant, GBN Partners, LLC, is requesting approval of the proposed single-family development. The proposed project includes the development of a 220 single-family residential gated community with private streets and associated improvements on

approximately 58.9 acres of the 158.2-acre project site, as well as 1.8 acres of off-site improvements. The proposed residential units would consist of either non-age restricted units, senior/active adult units, or a combination of both, at the discretion of the developer. The proposed density is 3.7 units per acre. The project improvements would include, but would not be limited to, parks, trails, landscaping, circulation improvements, and utility installation. The remainder of the site, including Sand Creek and the associated buffer area, would be retained as open space. Necessary entitlements from the City include certification of an Environmental Impact Report, General Plan Amendment, Rezone, Vesting Tentative Subdivision Map, Resource Management Plan, and Design Review to adopt Design Guidelines.

The project site consists of approximately 158.2 acres and is located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch. The site is identified by Assessor's Parcel Number (APN) 057-050-024. The project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan, which contains lands designated by the City of Antioch General Plan for open space, residential, commercial, and mixed-use development.

PROJECT LOCATION



The project applicant is seeking approval of the following by the City of Antioch at this time:

1. *The Creekside/Vineyards at Sand Creek Project Environmental Impact Report.* The Planning Commission must recommend certification of the Environmental Impact Report and adoption of the findings of fact and statement of overriding considerations and mitigation monitoring and reporting program to City Council prior to taking action on the other resolutions for the project.

2. *General Plan Amendment.* The proposed project requires the approval of a General Plan text and map amendment to the Sand Creek Focus Area of the General Plan to change the land use designations of the site from Open Space/Senior Housing and Hillside, Estate and Executive Residential/Open Space to Medium Low Density Residential/Open Space. In addition, the text of the General Plan is being modified to allow single family units on small lots that are not age-restricted.

3. *Rezone to Planned Development District.* The project requires the approval of a Rezone from Study Area (S) to Planned Development District (PD). The PD would include special development standards for the project.

4. *Vesting Tentative Subdivision Map.* The proposed project requires approval of Small Lot and Large Lot Vesting Tentative Subdivision Maps for the subdivision of the project site into multiple parcels to accommodate a total of 220 single-family residential units, as well as roadways, parks, and open space parcels.

5. *Design Review*. The proposed project requires Design Review to authorize the proposed building conceptual architecture, landscaping, and site design of the residential community and to ensure consistency with the City of Antioch's General Plan, Zoning Ordinance design policies and criteria, and Citywide Design Guidelines, except where specifically amended by the requested approvals.

6. *Resource Management Plan*. The project requires approval of a Resource Management Plan as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the "Framework for a Resource Management Plan for the Sand Creek Focus Area" contained in the General Plan.

Environmental

An Environmental Impact Report (EIR) was prepared for this project in accordance with the California Environmental Quality Act (CEQA). A Notice of Preparation (NOP) for the Draft EIR was released for a 30-day review from March 16, 2020 to April 14, 2020. In addition, a public scoping meeting was held on April 9, 2020 to solicit public comments regarding the scope of the Draft EIR. A Notice of Availability (NOA) of the Draft EIR was distributed and the Draft EIR was sent to the State Clearinghouse for distribution on July 20, 2020 for the 45-day public review period. The Draft EIR was published on the City's website at: at https://www.antiochca.gov/community-development-department/planning-

divsion/environmetnal-documents/. Due to the State and Contra Costa County's Shelter-in-Place orders, publicly accessible locations to review the Draft EIR were closed. Consistent with the Governor's Executive Order, posting materials on the City's website is adequate.

A Final EIR, including response to comments and errata has also been prepared and is located on the City's website at the link above.

Findings of fact and statement of overriding considerations for the EIR and a Mitigation Monitoring and Reporting Program has been prepared and are included in the Resolution certifying the EIR (see Exhibit A to Attachment A).

Background

The project site is within the 2,700-acre Sand Creek Focus Area located in the southern portion of the City of Antioch, and as shown on the City's General Plan Land Use Map. The General Plan anticipates this Focus Area to evolve into a large-scale planned community that provides a mix of housing and commercial opportunities. Per the City's General Plan, the eastern portion of the project site is designated Open Space/Senior Housing, while the western portion is designated Hillside, Estate and Executive Residential/Open Space. The project site is zoned S, an interim zone which the City's General Plan directs be updated or revised either by one or more specific plans or master development plans when a site within the Sand Creek Focus Area is proposed for development. In 2005, the City Council adopted an Alternate Planning Process for the Sand Creek Focus Area. The process requires the submittal of a rezone to Planned Development, including submittal of a Master Development Plan.

The project site has been dry-land farmed since the 1930s and currently consists primarily of non-native ruderal grasses and is absent of structures or other indications of prior development. A total of nine energy and communication access and utility easements exist on the project site. Within the northeastern portion of the site, PG&E maintains an access easement that includes a bridge over Sand Creek, which allows PG&E to drive through the project site to access existing off-site utility infrastructure to the west of the project site. An existing PG&E tower line easement extends through the western portion of the project site. In addition, existing oil and gas pipelines within the project site run below ground and cross Sand Creek and the natural drainage area in a number of locations. A 10-foot-wide pole line easement extends along the length of the southern site boundary.

The majority of the surrounding area has been approved or planned for residential development. Within the City of Antioch, the area to the north of the project site is currently approved for development with residential uses as part of the Promenade/Vineyards at Sand Creek project. The area to the northwest of the site is approved for development with the Aviano residential project. The area to the southwest of the project is anticipated for buildout with residential uses per the City's General Plan, and an application to develop the area with residential uses (Albers Ranch) has been received by the City. To

the east of the project site, the City of Brentwood has received an application for development of the Bridle Gate project, which, if approved, would include both single-family and multi-family residential uses, and would allow for future development of commercial uses. An existing PG&E-owned parcel developed with an electrical substation, designated Public/Quasi Public per the General Plan, is located within a carve-out parcel at the site's western boundary. The area further to the west of the PG&E parcel includes the Sand Creek Basin, managed by the Contra Costa County Flood Control District. The area to the south of the project site consists of undeveloped dry-farmed land outside the City limit line and the Urban Limit Line, within unincorporated Contra Costa County.

Preliminary Development Plan
On December 5, 2018, a Preliminary Development Plan (PDP) for the Creekside/Vineyards at Sand Creek Project was presented to the Antioch Planning Commission. The purpose of a PDP is to gather feedback from the Planning Commission and others in order for the applicant to become aware of concerns and/or issues prior to formal application submittal. The PDP staff report and Planning Commission minutes are included in Attachment F.

The project submitted as part of the PDP included 220 single family homes in a gated community on approximately 50 acres of a 158-acre site south of the future Sand Creek Road. The proposed average density of the residential development was approximately 4.6 units per net acre (1.4 units per gross acre). The development was proposed to either accommodate market rate or age-restricted units. The Planning Commission provided feedback as described below.

- Consistency with the General Plan and Zoning – The Planning Commission was generally accepting of the proposed redesignation to MLDR consistent with the approved Promenade/Vineyards at Sand Creek Project to the north. The Commission did express a preference for senior housing and suggested that larger lots should be considered for a traditional, non-age restricted product. The applicant made no changes to the lot sizes and is seeking approval of either traditional, non-age restricted units or senior units on the minimum 4,500 square foot lots.
- Contra Costa County Fire Protection District (CCCFPD) – the Fire Marshall spoke about the need for a new station in the area as well as on-going funding for the operation. A condition of approval (I.1.k) has been added to the tentative map requiring joining or formation of a Community Facilities District (CFD) for fire protection.
- Site Layout and Design – The key site design discussions of the Planning Commission included placing parks near the Sand Creek area to enhance visibility of the amenity and increasing the amount of park, sidewalks on both sides of the street, and senior units being single story. The original PDP submittal includes approximately one acre of private park space. The formal application submittal includes 3.94 acres of private park and relocated the parks adjacent to Sand Creek, as suggested by the Commission. However, the formal application

submittal did not include sidewalks on both sides of the street. The applicant has since, however, agreed to the condition of approval requiring sidewalks on both sides of the street.

Proposed General Plan Amendment

The General Plan currently designates the project site as Open Space/Senior Housing. The Sand Creek Focus Area notes that senior housing may consist of Single Family Detached, Small Lot Single Family Detached, or Multi-Family Attached Housing. The applicant is requesting the Senior Housing designation be replaced with a Medium Low Density Residential (MLDR) designation in order to allow either senior housing or market rate.

The Sand Creek Focus Area Policy 4.4.6.7(b)(n) states that Single-Family Detached housing within suburban-style subdivisions with lot sizes ranging from 7,000 square feet to 10,000 square feet may be developed within the Sand Creek Focus Area within areas shown as Residential and Low Density Residential. Policy 4.4.6.7(b)(p) encourages the development of age-restricted senior housing which may be developed in any of the residential areas of the Sand Creek Focus Area. The proposed project includes lots ranging from 4,500 to 5,473 square feet and is not restricting the development to senior housing. Therefore, the proposed project would require a General Plan Amendment to change the land use designations of the site from Open Space/Senior Housing to MLDR. The Sand Creek Focus Area did not include a MLDR designation as a single-family detached residential designation; however, one was created for the Promenade/Vineyards at Sand Creek project to the north.

MLDR is characterized in the General Plan as a typical subdivision, as well as other detached housing such as zero lot line units and patio homes. Areas designated as MLDR are typically located on level terrain with relatively few geological or environmental constraints. The maximum allowable density is six dwelling units per acre. The density of the proposed project is approximately 3.7 dwelling units per acre, which is below the maximum density allowed under the MLDR General Plan designation.

According to the General Plan, achievement of maximum densities within the Sand Creek Focus Area is not guaranteed nor implied. The final density is determined by development design, any onsite constraints such as physical or environmental, available infrastructure, and other factors.

The Promenade/Vineyards at Sand Creek project to the north contains similar lot sizes and density to the proposed project and was proposed to be built out with a combination of age-restricted and market rate single family homes. It should be noted that the development is currently being constructed as a non-age restricted community. The small lot sizes and density were accomplished through a General Plan Amendment applying the MLDR designation to the project site. The Aviano project to the northwest, similarly has small single family lots with a minimum of 5,000 square feet. The Aviano project was consistent with the General Plan when the development was proposed for senior housing; however, when the applicant requested removal of the senior housing for the project, a

General Plan Amendment was required to allow the small lots for market rate single family housing in the Low Density Residential land use designation.

The applicant is requesting General Plan Text Amendments which allow the small lots for standard single-family units for not only the Promenade/Vineyards at Sand Creek project, but also the Creekside/Vineyards at Sand Creek project. The requested General Plan Amendment is consistent with those for both the Promenade/Vineyards at Sand Creek and Aviano projects to the north.

After the project was deemed complete, and after the issuance of the NOP and release of the Draft and Final EIR, the voters of the City of Antioch enacted Measure T which amended the General Plan to limit the number of units within the Sand Creek Focus Area to a maximum of 2,100 residential units. The applicant originally requested a General Plan amendment to address the unit caps established in Measure T, which was reviewed by the Planning Commission. After the Planning Commission meeting, the State Department of Housing and Community Development (HCD) reviewed the enforceability of Measure T's reduction in land use intensity pursuant to the Housing Crisis Act of 2019. HCD determined that the reduction in development intensity, and the corresponding reduction in the maximum number of residential units, established in Measure T is impermissible and unenforceable under Government Code section 66300. Therefore, the General Plan amendment request reviewed by the Planning Commission is no longer required for the project and has been removed from the attached resolution.

Proposed Rezone/Master Development Plan

The proposed project requires approval of a Rezone to change the zoning designation of the site from S to PD, subject to a Master Development Plan. The Master Development Plan and PD district identifies the development standards applicable to the project site, including setbacks, lot sizes and building heights. Such details are included in the Creekside/Vineyards at Sand Creek Project Design Guidelines that have been prepared for the proposed project. The proposed Planned Development Standards, as detailed further below under the Design Review discussion, are identical to those approved for the Promenade/Vineyards at Sand Creek project.

As discussed above, the proposed residential uses represent a continuation of other planned development in the project vicinity, specifically the Promenade/Vineyards at Sand Creek Project to the north of the site. Thus, the neighborhood design, lot size, density, and house design included in the proposed project would be similar to what is anticipated for the Promenade/Vineyards at Sand Creek Project. The average density of the proposed residential development would be approximately 3.7 units/acre (net) (220 units / 58.9 acres). Similar to the Promenade/Vineyards at Sand Creek project, at least six different models, each with three different elevations, would be constructed, on lots ranging from approximately 4,500 to 5,473 square feet. The proposed residential units would consist of either non-age-restricted units, senior/active adult units, or a combination of both.

Vesting Tentative Subdivision Map

The proposed project would include a Vesting Tentative Subdivision Map to subdivide the project site into 220 single-family residential lots, as well as parcels for associated improvements as well as open space (see Attachment D, Exhibit B). The table below provides a summary of the proposed land uses. Each of the proposed land uses are described in further detail below.

Proposed Land Uses		
Proposed Land Use	**Parcels**	**Acreage**
Residential	Multiple	28.0
Private Parks	B, C, G, J	3.9
Landscaping/Private Open Space	E, H, I, K, M, Q, R	6.1
Public Street (Hillcrest Avenue)	--	7.8
Private Streets	S	9.1
Water Quality/Detention	D, O	4.0
Private Land*	A, F, L, N, P	99.3
Total Project Site	**--**	**158.2**
* With the exception of approximately 11 acres proposed to be graded, the proposed project would not include disturbance of Parcels A, F, L, N, or P.		

The site is anticipated to be developed in three phases (Phases I, II, and III). Phase I would include construction of the residential lots east of Hillcrest Avenue and north of the main entry. Phase I would also include the community pool and associated recreational amenities within Parcels B and C. Phase II would include the residential lots east of Hillcrest Avenue and south of the main entry. Phase III would include the residential lots west of Hillcrest Avenue and a park area within the PG&E tower easement along Hillcrest Avenue.

If developed as non-age-restricted units, the majority of the proposed homes would be two-story, with two car garages. If developed as senior/active adult units, the proposed homes would include a mix of two-story and single-story homes, with an option for duet (attached) units on corner lots.

Access and Circulation

As part of the project, Hillcrest Avenue would be extended through the project site. Hillcrest Avenue at the proposed location is identified as an Arterial in the City General Plan. The alignment of the roadway has been designed to span Sand Creek and provide permanent access to the existing PG&E facility and beyond.

Vehicular ingress and egress to the proposed project would be provided from Hillcrest Avenue by way of a centrally located main entry, and an emergency vehicle access (EVA)/secondary entry intersection to the south. In addition, a clear span EVA/pedestrian bridge may be constructed adjacent to the existing PG&E bridge spanning Sand Creek in the northeastern portion of the project site, subject to final negotiations with PG&E, final utility designs, and the approval of the CCCFPD.

The Hillcrest Avenue bridge over Sand Creek would be constructed in the ultimate width or 92 feet, edge to edge, to facilitate two southbound and two northbound lanes. The conditions of approval require the applicant to dedicate the entire 112-foot right-of-way for a four-lane Hillcrest Avenue. However, the applicant is only conditioned to build an interim Hillcrest Avenue which includes full frontage improvements on the east and west side, including curb, gutter, sidewalk, and landscaping. The applicant is required to construct a northbound and southbound travel lane, including bike lanes and an interim concrete median. The ultimate four-lane configuration of Hillcrest Avenue will be the responsibility of future development.

Phase I of the proposed project would include construction of approximately 1,500 lineal feet of Hillcrest Avenue from south of the future Sand Creek Road right-of-way to the main entry (B Street). Phase I would also include construction of the main entry and the EVA/pedestrian bridge.

Phase II of the proposed project would include construction of approximately 1,000 additional lineal feet of Hillcrest Avenue from south of the main entry to the southerly EVA/secondary entry intersection (G Street). Phase II would also include construction of the southern EVA into the eastern neighborhood area. Phase III of the proposed project would include construction of the southern secondary entry on the west side of Hillcrest Avenue, across from the Phase II EVA. It should be noted that the main entry to the Phase I and II development would be gated, while the proposed Phase III development west of Hillcrest Avenue would not be gated and would provide access to the property to the west. Ultimate construction of the four-lane Hillcrest Avenue configuration would occur as part of buildout of future residential uses on the area to the west or south of the project site (including Albers Ranch), when such development necessitates connection to Hillcrest Avenue.

A new traffic signal would be installed at the main entry. Pedestrian access to the site would be provided by a sidewalk located on Hillcrest Avenue, adjacent to the project site, as well as by the proposed pedestrian trail connection within the northeast corner of the project site.

Interior vehicular circulation would be provided by a traditional grid pattern of private two-way streets that connect back to the entrances. The streets would allow two-way traffic and parking on both sides. Each residential unit would have a two-car garage and driveway with additional street parking. The private streets are proposed with a 41-foot right-of-way, including 36 feet curb-to-curb with a five-foot attached monolithic sidewalk on one side of the street. Staff has added a condition of approval (P2) requiring sidewalks on both sides. Staff believes sidewalks on both sides provide enhanced pedestrian connectivity as encouraged in the General Plan and Citywide Design Guidelines. Sidewalks on both sides are even more necessary should the project be built out as a standard single family development where families and children will need access to the pedestrian connections.

Parks, Trails, Open Space, Landscaping, and Fencing

As part of the proposed project, a total of 3.9 acres would be developed as private parks (Parcels B, C, G, and J). Parcels B and C, located in the northeastern portion of the site are anticipated to include a children's play area, picnic areas, a community pool, and a passive play area; however, the ultimate programming of the parks would be dictated by the City of Antioch Parks and Recreation Commission (discussed further below). As noted previously, the proposed project may include construction of a new EVA/pedestrian bridge within Parcel C, which includes an existing PG&E-owned bridge over Sand Creek. The project would include a new private pedestrian trail connection extending from the proposed residential neighborhood across either the new bridge or the existing PG&E bridge to connect to the public Sand Creek Trail included in the planned Promenade/Vineyards at Sand Creek development to the north of the site. Parcel G, located at the northern edge of the proposed residential neighborhood, would consist of an open meadow with non-irrigated grasses and oak trees. Parcel J, located in the southwestern portion of the site, would include an open meadow area with a concrete pedestrian path, benches, and various other landscaping features.

Parcels A, P, and M, which include Sand Creek, as well as a 200-foot-wide buffer to the south of the creek, would be preserved as private land and would not be graded or otherwise disturbed as part of the project, with the exception of a storm drain outfall within Parcel M. Parcel A has been deed-restricted as open space for environmental purposes as part of the Promenade/Vineyards at Sand Creek project. The buffer would include the full extent of the 100-year floodplain associated with Sand Creek. In addition, the eastern and western hill forms within the site would be retained as private land and would not be developed with any residential uses or other permanent structures (Parcels F, L, and N).

It should be noted that minor grading activities totaling approximately 11 acres would be required within Parcels F and L; however, the upper portions of the hillsides would remain undisturbed. The grading activities would be required to accommodate the proposed detention basin, adjacent to Parcel F, and to accommodate the grade of the proposed Hillcrest Avenue extension, adjacent to Parcel L. Parcel N, which includes an 8.0-acre area located along the western site boundary, would continue to be deed-restricted as a habitat area.

Section 9-4.1011 of the Antioch Code requires that at the time of the review of the tentative subdivision map, the Parks and Recreation Commission shall determine, after a report and recommendation from the City Engineer/Director of Public Works, the land to be dedicated and/or the fees to be paid by the subdivider. The recommendation by the City Engineer/Director of Public Works and the action of the Parks and Recreation Commission shall be forwarded to the Planning Commission.

On December 17, the Park and Recreation Commission adopted Resolution No. 2020/04 which recommended to the Planning Commission acceptance of park-in-lieu fees in the amount of $330,000 to meet the park land obligation of the Creekside/Vineyards at Sand Creek Subdivision (staff report and resolution is included as Attachment F). The recommendation included:

1. That the Creekside Vineyards at Sand Creek project meet its park land dedication requirements through the payment of park-in-lieu fees in the amount of $330,000; and

2. Condition the "private park" to meet all the City's Park Design Standards current at the time of the park's construction; and

3. Consider a park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "local park basic elements" and meeting the qualification criteria per Code Section 9-4.1010(C) and (D)(6).

Landscaping features would be provided throughout the proposed development area and would conform to the requirements and provisions of Section 9-5.1001 of the City of Antioch Municipal Code. Project landscaping would consist of drought tolerant street trees, shrubs, groundcover, agricultural plantings, and open lawn areas. Both the project entries would be landscaped, as would the east side of Hillcrest Avenue and the roadway medians. Private landscaping and parks throughout the project site would be maintained by a Homeowners Association (HOA). Individual residences would also be landscaped with trees, shrubs, groundcover, and some lawns, and would be maintained by either the individual owners or the HOA. Public spaces, common spaces, and private landscaping areas would have an emphasis on drought-tolerant and adaptive plant species.

Along the project frontage at Hillcrest Avenue, the project would include a new masonry or pre-cast sound wall with stone veneer pilasters. The colors consist of brown earth tones. The proposed Design Guidelines note that the pilasters will be located at property line intersections; however, staff believes that given the length of the wall with only two streets to break it up, the pilasters need to be in closer proximity to provide more visual interest in the wall. Staff has added a condition of approval that the pilasters be located in a regular pattern of eight to 25 feet, as determined by the Community Development Department staff or the applicant may exceed the 25 feet by providing alternate design enhancements if approved by Planning Commission through the Design Review process. In addition, the project would include six-foot-tall tube steel fencing at the rear of the residential lots adjacent to the proposed open space areas. The tube steel fencing would have similar stone veneer pilasters every eight feet as noted in the Design Guidelines section 9.0-6. Within the proposed residential neighborhoods, lots would be separated by six-foot-tall good neighbor fencing.

Utilities
Potable water would be distributed to the project site by an extension of the existing 16-inch Zone III trunk line in Hillcrest Avenue. The project site naturally drains to the northeast. The site is within the Sand Creek Drainage Area, and is located just downstream of Sand Creek Basin, a regional detention facility recently constructed by the Contra Costa County Flood Control District. While construction has been completed, the facility is not yet operational. Stormwater runoff from the proposed development area (Hillcrest Avenue and the proposed residential neighborhoods) would be directed to new detention and bio-retention basins located within the northeastern portion of the site

(Parcel D). The basins would provide for treatment and detention of captured stormwater runoff. Treated stormwater runoff would flow into Sand Creek by way of a new outfall structure to be constructed on the south side of the existing outfall facility that was constructed by the Promenade/Vineyards at Sand Creek Project.

Stormwater runoff from the open space area in the western hillside of the project site (Parcels L and N) would be captured prior to reaching Hillcrest Avenue; a portion of the captured runoff would be directed north to a new clean water outfall adjacent to the Hillcrest Avenue bridge and the remainder would be directed east to a new clean water outfall releasing towards an existing natural drainage feature within the southern portion of the project site. The eastern hillslope (Parcel F) would continue to drain naturally into the same natural drainage area as occurs under existing conditions.

Electricity for the proposed project would be provided by PG&E. Telecommunications would be provided by AT&T, Comcast, and Astound. Dry utilities, electrical, gas, and technology lines would be extended from existing lines beneath Hillcrest Avenue.

Off-Site Improvements
In order to construct the proposed Hillcrest Avenue roadway extension, a total of 0.25-acre of off-site improvement area would be required to create the planned intersection with Sand Creek Road. The off-site improvement area is primarily flat and is located north of the project site, on the Promenade/Vineyards at Sand Creek Project site. Additional off-site improvements would be necessary to extend Hillcrest Avenue through the eastern edge of the PG&E parcel at the site's western boundary. The extension through the PG&E parcel has been anticipated by the landowners and is required to replace the overland access easement that PG&E currently uses.

In addition, the proposed project would include construction of new off-site sewer and water connections across Sand Creek near Heidorn Ranch Road. The Promenade/Vineyards at Sand Creek Project proposes to extend such utilities and their easements (located west of Parcel E, Subdivision 9360) to the south of the ultimate Sand Creek Road right-of-way. The proposed project would extend the utilities further south to the project site, crossing Sand Creek with a new pedestrian/EVA bridge, adjacent to the existing PG&E bridge. Overall, the off-site improvement areas would total 1.8 acres. All project improvements, including off-site improvements, are anticipated to be built over three phases. Phase I of the project would commence after resource agency permits are obtained (anticipated in 2022), and Phase III is expected to be completed within four years of Phase I.

Design Review

The applicant has prepared a Design Guideline Booklet (available on the City's website at https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-19-06.pdf). The intent of the Design Guidelines and Development Standards is to customize the City of Antioch's Residential Design Guidelines for the proposed project. These Guidelines, conceptualized with neighborhood landscaping, entry and architectural renderings, are to be used in place of the Citywide Design Guidelines in evaluating the future neighborhood construction plans. Future Design Review submittals will be reviewed against the project's Design Guidelines to ensure that the design of the development would be consistent as it is implemented in phases, possibly by different builders, over time. The Design Guidelines and Development Standards are consistent with those approved for the Promenade/Vineyards at Sand Creek project to the north.

Design Guidelines

The Creekside/Vineyards at Sand Creek Design Guidelines are intended to set the development standards applicable to the project site, including the maximum density and maximum number of units, minimum lot size, landscape requirements, open space requirements, architectural guidelines, and maximum building heights and lot coverage. The applicant has proposed separate development standards for the project depending upon whether it is built as an active adult or standard single-family community. The Table below outlines the proposed development standards and compares them to the City's standard R-6 zoning requirements. It should be noted that these development standards are identical to those of the Promenade/Vineyards at Sand Creek project to the north.

Planned Development Standards

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Maximum Density	6 dwelling units per gross developable acre	All Lot Types: 4.6 dwelling units per gross acre (3.7 dwelling units per net developable acre)	All Lot Types: 4.6 dwelling units per gross acre (3.7 dwelling units per net developable acre)
Maximum Number of Units		All Lot Types: 220 Single Family Residences	All Lot Types: 220 Active Adult Residences
Minimum Lot Size	6,000 sq. ft.	Lot Type A: 45'x80', average Lot Size 4,200 SF Lot Type B: 50'x80', average Lot Size 4,630 SF Lot Type C: 50'x90', average Lot Size 5,160 SF	Lot Type A: 45'x80', average Lot Size 4,200 SF Lot Type B: 50'x80', average Lot Size 4,630 SF Lot Type C: 50'x90', average Lot Size 5,160 SF
Minimum Lot Width	Interior lot: 60 feet. Corner lot: 65 feet.	Lot Type A: All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way.	Lot Type A: All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way.

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
		Lot Type B and C: All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.	Lot Type B and C: All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.
Minimum Front Yard Setbacks	20 feet (reserved for landscaping only, excluding driveways).	All Lot Types: 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).	All Lot Types: 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).
Minimum Side Yard Setbacks	Interior lot: 5 feet. Corner lot: 10 feet. For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet.	Lot Type A Interior lot: 4 foot minimum. Lot Type A Corner lot: 4 foot interior/9 foot street-side. Lot Type B and C Interior lot: 5 foot. Lot Type B and C Corner lot: 5 foot interior/10 foot street-side. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.	Lot Type A Interior lot: 4 foot minimum. Lot Type A Interior 'Active Adult' Duet lot: Zero (0) foot minimum (duet) one side and 4 foot minimum alternate side. Lot Type A Corner lot: 4 foot interior/9 foot street-side. Lot Type A Corner 'Active Adult' Duet lot: Zero (0) foot minimum interior/9 foot street side. Lot Type B and C Interior lot: 5 foot. Lot Type B and C Interior 'Active Adult' Duet lot: Zero (0) foot minimum one side and 5 foot minimum alternate side. Lot Type B and C Corner lot: 5 foot interior/10 foot street-side. Lot Type B and C Corner 'Active Adult' Duet lot: Zero (0) foot minimum interior/10 foot StreetSide. Architectural pop-outs and encroachments to the front, side and rear shall be

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
			allowed pursuant to Municipal Code Section 9-5.801.
Minimum Rear Yard Setbacks	20 feet	Lot Type A, B, and C: 10 foot minimum/12 foot average. Additionally, Lot Type C with lots deeper than 95 feet: 15 foot minimum/18 foot average.	All Lot Types: 10 foot minimum/12 foot average. Lot Type C with lots deeper than 95 feet: 15 foot minimum/18 foot average.
Accessory Structure Setbacks	Detached accessory structures shall be located behind the required front yard setback and cover no more than 40% of the required rear yard area. Minimum side yard for is 20 feet on corner lots and zero feet on interior lots. No minimum rear yard setback is required. Attached accessory buildings shall comply with the requirements applicable to the main building. A detached accessory building shall be at least five feet from any building.	All Lot Types: Interior lot: side yard and rear yard setback is zero feet. All Lot Types: Corner lot: street side yard is 10 feet and rear /interior side yard is zero feet.	All Lot Types: Interior lot: side yard and rear yard setback is zero feet. All Lot Types: Corner lot: street side yard is 10 feet and rear /interior side yard is zero feet.
Covered Patio	May encroach to within 10 feet of rear property line and to within three feet of a side property line.	All Lot Types: Covered Patio/"California Room": A covered area, attached or detached to the main structure, without walls on two or more sides. Covered Patio setbacks: 3' minimum to rear and side yard. The wall-less sides of Covered Patios at the rear elevation can encroach further than architectural pop outs. A California Room with a solid covered roof (not trellis) is limited to cover no more than 33% of the required rear yard.	All Lot Types: Covered Patio/"California Room": A covered area, attached or detached to the main structure, without walls on two or more sides. Covered Patio setbacks: 3' minimum to rear and side yard. The wall-less side of Covered Patios at the rear elevation can encroach further than architectural pop outs. A California Room with a solid covered roof (not trellis) is limited to no more than 33% of the required rear yard.

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Maximum Building Height	35 feet	All Lot Types: 35 feet for single-story profile and two-story structures. All Lot Types: 25 feet for one-story structures.	All Lot Types: 35 feet for single-story profile and two-story structures. All Lot Types: 25 feet for one-story structures.
Maximum Lot Coverage (gross first floor living plus garage area divided by the lot area and does not include Covered Patios/porches)	40%	Lot Type A and B: 60% for single-story homes and 54% for two-story homes. Lot Type C: 60% for single-story or single-story profile homes and 54% for two-story homes.	Lot Type A and B: 60% for single-story; 54% for two-story and single-story profile homes. Lot Type C: 63% for single story homes. 54% for two-story and single-story profile homes. If developed as an Active Adult community, all homes may be single-story – either detached or as duets, based upon market preferences. No two-story homes shall be required in an Active Adult community.
Parking and Driveways	20 feet from property line to front of garage. 2 spaces per unit in a garage, plus one guest parking space on the street within close proximity to the unit served.	All Lot Types: 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).	All Lot Types: 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).
Driveway Width	Minimum 10 feet	Lot Type A: Driveway width not to exceed 45% of lot frontage. Lot Type B and C: Driveway width not to exceed 40% of lot frontage.	Lot Type A: Driveway width not to exceed 45% of lot frontage. Lot Type B and C: Driveway width not to exceed 40% of lot frontage.
Landscape Requirements		The landscaped setbacks from arterial streets (Hillcrest Avenue) shall be as shown on the project's	The landscaped setbacks from arterial streets (Hillcrest Avenue) shall be as shown on the project's

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
		Vesting Tentative Map 9501 dated December 13, 2019.	Vesting Tentative Map 9501 dated December 13, 2019.
Private Pool Club and Park		A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project.	A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project. If developed as an Active Adult Community, park spaces and programming may be adjusted to reflect the Active Adult programming. In no case shall this adjustment result in less park acreage in the gated community.
Model Home Complexes		One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.	One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.
RV Parking	For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet.	RV parking or storage shall be prohibited onsite. This exclusion shall be included in the community's CC&R's.	RV parking or storage shall be prohibited onsite This exclusion shall be included in the community's CC&R's.
Private Curbs		Creekside/VSC Private Streets shall have the option of providing a beveled-curb as provided for in the City of Antioch Code.	Creekside/VSC Private Streets shall have the option of providing a beveled-curb as provided for in the City of Antioch Code.

Resource Management Plan

The Resource Management Plan was prepared in order to comply with the City of Antioch's General Plan Section 10.0 (Resource Management), which outlines objectives and policies as they relate to biological resources. The overall objective is to preserve natural streams and other habitats that support special-status plant and animal species. While it is preferred to preserve these resources in-situ, the General Plan allows for mitigation off-site within eastern Contra Costa County, if sufficient on-site preservation is not feasible. Whether such resources are preserved on-site within natural open space areas, or are mitigated off-site, the General Plan requires that such preserved areas are managed and maintained pursuant to a Resource Management Plan (Section 10.3.2e and Section 10.4.2d of the General Plan, respectively). The Resource Management Plan

mimics the environmental mitigation measures identified in the EIR for the Creekside/Vineyards at Sand Creek Project (see Attachment D, Exhibit D).

PLANNING COMMISSION ACTION

On February 17, 2021, the Planning Commission held a public hearing via Zoom on the proposed project. The Planning Commission discussion included questions about the CEQA process; agency reviews; funding for police, fire and schools; setbacks; and oil and gas lines and future wells. Staff explained the appropriate CEQA steps were followed and agency review occurred. Funding is addressed through conditions of approval and the proposed setbacks are the same as those approved for the Promenade Vineyards at Sand Creek project. The applicant explained that oil and gas lines are in the area, but not where the proposed project will be developed. Staff has received an application from the applicant for an oil/gas well on the southern portion of the project site, outside of the residential development area. The applicant, however, has requested that the application be placed on hold but has not withdrawn the application.

The Planning Commission noted their support for the project, and recommended City Council approval by a unanimous vote of 6-0. The motion included minor corrections to conditions P5 and Q4a as recommended by staff.

Public Comments at Planning Commission

Seven comment letters/emails (see Attachment G) were received regarding the project prior to or at the Planning Commission hearing, all in support of the project. In addition, one comment (Lucia Albers) in support of the project had been emailed to the City prior to the hearing, but was screened out by the City's email spam filter system so was not included as part of the Planning Commission review. It is also included in Attachment G.

CONCLUSION

The proposed General Plan Amendments and Planned Development Rezone are consistent with the approvals of the Promenade/Vineyards at Sand Creek and Aviano projects to the north. Lots sizes and development standards are also consistent with prior approvals. The applicant is developing 58.9 acres of the 158.2-acre project site, leaving nearly 100 acres as undeveloped private land. Therefore, the Planning Commission recommends that the City Council take the following actions:

1. Adopt the resolution certifying the Creekside/Vineyards at Sand Creek Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;
2. Adopt the resolution approving a General Plan Amendment for purposes of amending the City of Antioch General Plan Text and Land Use Map (GP-19-06);
3. Introduce the ordinance rezoning the property from Study District to Planned Development District and adopting the development standards (PD-19-02); and
4. Adopt the resolution approving the Vesting Tentative Subdivision Map, Design Review adopting Design Guidelines, and a Resource Management Plan.

ATTACHMENTS

A. Creekside/Vineyards at Sand Creek Environmental Impact Report Resolution
   Exhibit A Mitigation Monitoring and Reporting Program
B. General Plan Amendment Resolution
   Exhibit A Proposed General Plan Text Amendment
   Exhibit B Proposed General Plan Land Use Map
C. Planned Development Ordinance
   Exhibit A Rezone Legal Description
D. Vesting Tentative Map, Design Review, and Resource Management Plan Resolution
   Exhibit A Vesting Tentative Subdivision Map
   Exhibit B Phasing Map
   Exhibit C Link to Development Standards and Design Guidelines
   Exhibit D Resource Management Plan
E. PDP Staff Report and Minutes (December 5, 2018)
F. Parks and Recreation Commission Staff Report and Resolution (December 17, 2020)
G. Comments Letters Received at or Prior to Planning Commission
H. Fiscal Impact Analysis

ATTACHMENT A

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE CREEKSIDE VINEYARDS PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, MITIGATION MEASURES AND A MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, the City of Antioch ("City") received an application from GBN Partners, LLC ("Applicant") seeking City approval of the following: a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; Design Review; and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements, which is known as the Creekside/Vineyards at Sand Creek Project ("Project") (GP-19-06, PD-19-02);

WHEREAS, the project site consists of a 158.2-acre parcel located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch, California. The project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east and is identified by Assessor's Parcel Number (APN) 057-050-024. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

WHEREAS, the Project consists of development of 220 single-family homes and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8 acres of off-site improvements. The Project improvements would include, but would not be limited to, parks, trails, landscaping, circulation improvements, and utility installation. The remainder of the site, including Sand Creek and the associated buffer area, would be retained as open space;

WHEREAS, the City, as lead agency under the California Environmental Quality Act ("CEQA"), has completed the Final Environmental Impact Report ("Final EIR" or "EIR") for the Project;

WHEREAS, this document contains the City's certification of the EIR, its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR. The Final EIR has State Clearinghouse No. 2020039044;

WHEREAS, a Draft Environmental Impact Report ("Draft EIR") was released for a 45-day public and agency review on July 20, 2020. The Draft EIR assesses the potential environmental effects of implementation of the Project, identifies means to eliminate or reduce potential adverse impacts, and evaluates a reasonable range of alternatives to the Project;

WHEREAS, the Final EIR comprises the Draft EIR together with one additional volume that includes the comments on the Draft EIR submitted by interested public agencies, organizations, and members of the public; written responses to the environmental issues raised in those comments; revisions to the text of the Draft EIR reflecting changes made in response to comments and other information; and other minor changes to the text of the Draft EIR. The Final EIR is hereby incorporated in this document by reference.

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

CERTIFICATION OF THE FINAL EIR

The City Council of the City of Antioch (the "City Council") certifies that it has been presented with the Final EIR and that it has reviewed and considered the information contained in the Final EIR prior to making the following findings.

Pursuant to CEQA Guidelines Section 15090 (Title 14 of the California Code of Regulations, Section 15090) the City Council certifies that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines. The City Council certifies the Final EIR for the Project as described above.

The City Council further certifies that the Final EIR reflects its independent judgment and analysis.

FINDINGS

Having received, reviewed, and considered the Final EIR and other information in the record of proceedings, the City Council hereby adopts the following findings in compliance with CEQA and the CEQA Guidelines:

Part A: Findings regarding the environmental review process and the contents of the Final EIR.

Part B: Findings regarding the significant environmental impacts of the Project and the mitigation measures for those impacts identified in the Final EIR and adopted as conditions of approval, as well as the reasons that some potential mitigation measures are rejected.

Part C: Findings regarding the reasonableness of the range of alternatives evaluated in the Final EIR.

Part D: Statement of Overriding Considerations.

The City Council certifies that these findings are based on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings, concerning the environmental issues identified and discussed in the Final EIR. The City Council adopts the findings and the statements in Parts A, B, C, and D for the Project.

In addition to the findings regarding environmental impacts and mitigation measures, Part E, below, identifies the custodian and location of the record of proceedings, as required by CEQA.

Part F describes the Mitigation Monitoring and Reporting Program for the Project. As described in Part F, the City Council hereby adopts the Mitigation Monitoring and Reporting Program as set forth in Exhibit A to these findings.

Part A. Environmental Review Process

Notice of Preparation and Scoping Meeting

On March 16, 2020, the City issued a Notice of Preparation announcing the intended preparation of the Draft EIR and describing its proposed scope. The Notice of Preparation had a 30-day review period until April 14, 2020. The City held a public scoping meeting for the Draft EIR on April 9, 2020, for the purpose of informing the public and receiving comments on the scope of the environmental analysis to be prepared for the Project. Due to COVID-19 restrictions, the scoping meeting was held online via Zoom. No comments from the public were received at the scoping meeting.

The City received five comment letters during the comment period on the Notice of Preparation, from State, regional, and local agencies, and organizations.

Preparation of the EIR

The City completed the Draft EIR for the Project and, beginning on July 20, 2020, the City made the Draft EIR available for review and comment. A notice of availability was published and the period for receipt of comments on the Draft EIR remained open for 45 days. Copies of the Draft EIR document were made available at the City of Antioch Community Development Department, located at Third and “H” Streets, Antioch, and on the City’s website at: www.ci.antioch.ca.us. During the comment period, the City received two comment letters, one from a State agency and the other from a private organization.

The Final EIR was completed and available to commenting public agencies on or before January 8, 2020.

The Final EIR contains all of the comments received during the public comment period, together with written responses to significant environmental issues raised in those comments, which were prepared in accordance with CEQA and the CEQA Guidelines.

The City Council finds and determines that the Final EIR provides adequate, good faith, and reasoned responses to all comments raising significant environmental issues.

Absence of Significant New Information

CEQA Guidelines Section 15088.5 requires that a lead agency recirculate an EIR for further review and comment when significant new information is added to the EIR after

public notice is given of the availability of a Draft EIR, but before certification of the Final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. The Guidelines provide examples of significant new information under this standard, which include the following:

1. A new significant environmental impact that would result from the Project (or any alternative) or from a new mitigation measure proposed to be implemented.

2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project (or an alternative), but the Project's proponents decline to adopt it.

4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Having reviewed all the information in the record, the City Council finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR. No new or substantial changes to the Draft EIR were proposed as a result of the public comment process. The Final EIR responds to comments and makes only minor technical changes, clarifications, or additions to the Draft EIR. The minor changes, clarifications, or additions to the Draft EIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts, and do not include any new mitigation measures that would have a potentially significant impact. Therefore, the City Council finds that recirculation of the EIR is not required.

Differences of Opinion Regarding the Impacts of the Project

In making its determination to certify the Final EIR and to approve the Project, the City Council recognizes that a range of technical and scientific opinion exists with respect to certain environmental issues. The City Council acknowledges that it has acquired an understanding of the range of this technical and scientific opinion by its review of the Draft EIR, the comments received on the Draft EIR and the responses to those comments in the Final EIR, as well as testimony, letters, and reports regarding the Final EIR and its own experience and expertise in these environmental issues. The City Council acknowledges that it has reviewed and considered, as a whole, the evidence and analysis presented in the Draft EIR, the evidence and analysis presented in the comments on the

Draft EIR, the evidence and analysis presented in the Final EIR, the information submitted on the Final EIR, and the reports prepared by the experts who prepared the EIR, by the City's consultants, and by staff, addressing those comments. The City Council acknowledges that it has gained a comprehensive and well-rounded understanding of the environmental issues presented by the Project. The City Council acknowledges that in turn, this understanding has enabled the City Council to make its decisions after weighing and considering the various viewpoints on these important issues. The City Council accordingly certifies that its findings are based on full appraisal of all of the evidence contained in the Final EIR, as well as the evidence and other information in the record addressing the Final EIR.

Part B. Impacts and Mitigation Measures

The City Council acknowledges that these findings provide the written analysis and conclusions of the City Council regarding the environmental impacts of the Project and the mitigation measures identified by the Final EIR and adopted by the City Council as conditions of approval for the Project.

1. Significant or Potentially Significant Impacts Mitigated to a Less-Than-Significant Level.

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are being mitigated to a less-than-significant level and are set out below. Pursuant to Section 21081(a)(1) of CEQA and Section 15091(a)(1) of the CEQA Guidelines, as to each such impact, the City Council, based on the evidence in the record before it, finds that changes or alterations incorporated into the Project by means of conditions or otherwise, mitigate, avoid or substantially lessen these significant or potentially significant environmental impacts of the Project to a less-than-significant level. The basis for the finding for each identified impact is set forth below.

Air Quality and GHG Emissions

Impact 4.1-1 Conflict with or obstruct implementation of the applicable air quality plan during project construction.

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

4.1-1 *Prior to approval of any grading plans, the project applicant shall show on the plans via notation that the contractor shall ensure that the heavy-duty off-road vehicles (50 horsepower or more) to be used in the construction project, including owned, leased, and subcontractor vehicles, shall achieve a project wide fleet average three percent NOX reduction compared to the year 2022 California Air Resources Board (CARB) fleet average. The three percent NOX reduction may be achieved by requiring a combination of engine Tier*

3 or Tier 4 off-road construction equipment or the use of hybrid, electric, or alternatively fueled equipment. For instance, the emissions presented in Table 4.1-8 were achieved by requiring Rubber Tired Dozers and Cranes to be engine Tier 3.

In addition, all off-road equipment operating at the construction site must be maintained in proper working condition according to manufacturer's specifications. Idling shall be limited to 5 minutes or less in accordance with the Off-Road Diesel Fueled Fleet Regulation as required by CARB. Clear signage regarding idling restrictions should be placed at the entrances to the construction site.

Portable equipment over 50 horsepower must have either a valid District Permit to Operate (PTO) or a valid statewide Portable Equipment Registration Program (PERP) placard and sticker issued by CARB.

Conformance with the foregoing requirements shall be included as notes and be confirmed through review and approval of grading plans by the City of Antioch Community Development Department.

Finding: Implementation of Mitigation Measure 4.1-1 would reduce construction-related NO_X emissions sufficient to achieve the applicable threshold of significance. Thus, the impact would be reduced to a less-than-significant level.

Impact 4.1-2 Conflict with or obstruct implementation of the applicable air quality plan during project operation.

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

4.1-2 Prior to issuance of building permits for the proposed project, the project applicant shall demonstrate via project design and/or notation included on project design that only natural gas hearths (fireplaces) shall be installed in the proposed residences and wood-burning hearths shall be prohibited.

Conformance with the foregoing requirements shall be confirmed through review and approval of building permit plans by the City of Antioch Community Development Department.

Finding: Implementation of Mitigation Measure 4.1-2 would reduce operational ROG emissions sufficient to achieve the applicable threshold of significance. Thus, the impact would be reduced to a less-than-significant level.

Transportation

Impact 4.2-1 Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

4.2-1 *Prior to issuance of grading and building permits, the project applicant shall submit a construction management plan, subject to review and approval by the City Engineer. The requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:*

- *Project staging plan to maximize on-site storage of materials and equipment;*
- *A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones, and other warning devices for drivers; and designation of construction access routes;*
- *Permitted construction hours;*
- *Location of construction staging;*
- *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and*
- *Provisions for street sweeping to remove construction related debris on public streets.*

Finding: Implementation of Mitigation Measures 4.2-1 would reduce the temporary, significant impacts to the transportation system during the construction period to a less-than-significant level by requiring the preparation and implementation of a construction management plan that would ensure that impacts to local roadways and intersections during construction are minimized.

Initial Study

Impact IV-a: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Mitigation Measures: The following mitigation measures have been adopted to address this impact:

Special-Status Plants

IV-1 *Prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project proponent shall retain a qualified biologist to conduct rare plant surveys within one year of the anticipated groundbreaking for the proposed project. The surveys shall be conducted following the CDFW (2018), USFWS (2000), and CNPS (2001), or the most current published survey guidelines. During the surveys, qualified botanists shall search for all the plants identified in the Biological Resources Analysis (Monk & Associates, 2020) as having the potential to occur on the project site and off-site improvement areas, and all plants that are considered locally rare as listed in the East Bay Chapter of the CNPS Database of Rare, Unusual and Significant Plants of Alameda and Contra Costa Counties for the Marsh Creek/Lone Tree Valley area. Project construction shall not be initiated until all special-status plant surveys are completed and the mitigation is implemented, if necessary and required prior to starting construction.*

A special-status plant survey report that includes the methods used, survey participants, and associated findings shall be prepared and submitted to the City no more than 30 days following the completion of the final site visit. A record of any special-status plant species identified within the project site during the preconstruction surveys shall be submitted to the CNDDB. If new special-status plant populations are not found on the site during the appropriately timed surveys, additional mitigation is not required. If construction is not started within two years after the rare plant surveys are completed, the City may require additional rare plant surveys.

If special-status plants are observed on the site during the survey, the populations shall be avoided to the maximum degree possible during project development, and a Mitigation and Monitoring Plan shall be prepared detailing the measures to be implemented to avoid the plant population. Measures shall include establishment of appropriate buffers during construction, fencing of the population prior to and during construction, and regular monitoring of the preserved population by a biologist during and after construction activities. The Mitigation and Monitoring Plan shall be implemented prior to the initiation of project grading. If the plant populations cannot be avoided, the applicant shall hire a qualified biologist to prepare a seed collection and replanting plan in coordination with the City of Antioch to reduce impacts to the identified special-status plant populations, subject to review and approval by the City of Antioch Community Development Department.

California Red-Legged Frog

IV-2 *Prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project applicant shall implement the following measures:*

- *An education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors/operators working at the project site. The education/training program shall include a description of California red-legged frog and its habitat, a review of the Endangered Species Act and the federal listing of the species, the general protection measures to be implemented to protect the frog and minimize take, and a delineation of the limits of the work area. A sign-in sheet shall be distributed to all participants of the education/training program and submitted to the City of Antioch within two weeks of program completion.*
- *The work areas adjacent to Sand Creek shall be isolated with suitable wildlife exclusion fencing (see below) that would block the movement of California red-legged frogs from entering the work areas. The wildlife exclusion fence shall also prevent mammals migrating along Sand Creek from entering the project site. The fence shall be installed along the northern border of the project site, adjacent to the Sand Creek Buffer Area, prior to the time any site grading or vegetation removal activities are implemented. The exact location of the fencing shall be determined by a qualified biologist. The fence shall remain in place during site grading or other construction-related activities and shall prevent frogs and wildlife from entering the project site work areas. While normally California red-legged frog exclusion fencing often consists of silt fencing, owing to the duration of project construction, the project proponent may install a more weather resilient fence that is durable enough to remain in place for the duration of construction, such as a commercially available exclusion fencing (e.g., ERTEC Fence). Fencing shall be installed by staking the route of the wildlife exclusion fencing in a 4- inch-deep trench. Then, the bottom of the fence shall be firmly seated in the trench. The project proponent may replace the wildlife exclusion fencing during construction with permanent fencing, approved by the City.*
- *A qualified biologist shall be onsite when grading activities occur within 300 feet of Sand Creek to conduct daily inspections of the fencing and to otherwise ensure that*

stranded animals are salvaged and relocated back to the stream channel. The biological monitor shall be responsible for ensuring that the wildlife exclusion fencing is not compromised and shall notify the onsite contractor representative when fencing needs to be repaired.

- *All construction work in Sand Creek associated with the outfall structures shall be scheduled for the dry season (May 15 through October 15) and when Sand Creek is dry or there is reduced flow in this creek. See also the permitting requirements specified in Mitigation Measure IV-14. Any necessary in-drainage work when there are flows shall be isolated from flows via the installation of temporary coffer dams that have flow-through bypass pipes ensuring that flows pass by the stormwater outfall work areas. Flows shall be diverted around isolated work areas either by gravity flow or, if necessary, by pumping water around the work area. No silty water shall be allowed to reenter the tributary below any in-drainage work area. Methods and materials shall be adapted in the field to match the size, shape, and anticipated flow volume of the drainage, and shall be pre-approved by the biological monitor. All diversions shall conform to the following provisions:*
    - *A qualified 10(a)(1)(A) biologist shall conduct preconstruction surveys for California red-legged frog prior to isolating any work area within Sand Creek. If any frogs are found in the work area, the USFWS shall be notified, and if the USFWS authorizes relocation, the frogs shall be moved from the two stormwater outfall work areas, up or downstream in Sand Creek to appropriate aquatic habitats. Upon completion of the survey, if the outfall construction areas must be dewatered, coffer dams may be installed. Any isolated water shall be dip-netted or as appropriate, seined by the biologist to search for frogs prior to pumping water out of the isolated work areas. The project biological monitor shall be present during all in-drainage work. Dewatered work areas shall not result in stranded aquatic wildlife.*
    - *Drainage diversion shall be practiced only where deemed unavoidable by the proposed project engineer and biological monitor.*
    - *Diversion shall be limited to the minimum time period necessary to complete the work and restore the channel.*

- *Construction equipment shall work from above the top-of-bank. There shall be no vehicle passage, vehicle parking, or materials storage below the top-of-bank.*
- *All in-drainage and diversion work plans shall reflect and incorporate standard erosion control measures and Best Management Practices (BMPs) as prescribed in the project's Stormwater Pollution and Prevention Plan (SWPPP).*
- *In certain cases where water seeps into the dewatered area, sump pits may be excavated in the work area and seepage water would then be pumped back upstream behind the coffer dam. All discharged water shall be silt free. If silt is a problem, water shall be pumped through a silt sock into baker tank(s) prior to discharge back into the channel.*
- *All downstream flows shall be maintained throughout the period that coffer dams are installed.*
- *The entire work area below the top-of-bank, including the coffer dam location, shall be restored to the approximate pre-construction contours, and shall be stabilized as necessary to withstand the expected high-water flows. All dam materials shall be completely removed from the channel when work is complete and shall not be disposed of in or near the channel.*
- *All trash that might attract predators to the project site shall be properly contained and removed from the site and disposed of regularly. All construction debris and trash shall be removed from the site when construction activities are complete.*
- *All fueling and maintenance of equipment and vehicles, and staging areas shall be at least 60 feet from Sand Creek. The construction personnel shall ensure that contamination of California red-legged frog habitat does not occur and shall have a plan to promptly address any accidental spills.*

- *To mitigate for permanent impacts to 60.7 acres of California red-legged frog dispersal habitat, the project proponent shall preserve dispersal habitat adjacent to occupied California red-legged frog habitat, or as otherwise approved by USFWS, at a minimum of a 1:1 impacts to replacement.[1] Protection shall be via the purchase of the mitigation land in fee title or via*

[1] The 60.7 acres of permanently impacted habitat includes off-site improvement areas that overlap with the Promenade/Vineyards at Sand Creek Project. For any off-site impacted habitat for which replacement habitat has already been provided as part of the Promenade/Vineyards at Sand Creek Project, further mitigation is not required.

recordation of a conservation easement over the mitigation land. Alternatively, the project proponent may purchase California red-legged frog credits at a 1:1 ratio from a USFWS-approved mitigation bank.

- *If mitigation credits are not used, prior to the start of construction, the project proponent shall record a conservation easement over the mitigation property preserving it in perpetuity as wildlife habitat. The easement shall be granted to a qualified conservation organization as defined by Section 815.3 of the California Civil Code. Prior to the start of construction, the project proponent shall prepare a habitat management plan that addresses management of the mitigation land that inures to the benefit of the California red-legged frog and shall submit the plan to the City of Antioch prior to the start of construction. The project proponent shall also establish an endowment fund, or other funding mechanism to provide for the long-term management, maintenance, and monitoring of the mitigation site.*

The project proponent may satisfy the requirements of this mitigation measure by providing the City of Antioch with a copy of a biological opinion issued by the USFWS that includes these, or other functionally equivalent, habitat preservation measures prior to the start of construction.

As an alternative to completion of MM IV-2, the project applicant could comply with one of the following conditions:

1. *Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the Conservancy, provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCC HCP/NCCP Covered Species; or*
2. *Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and USFWS have approved the conservation plan.*

California Tiger Salamander

IV-3 *Prior to initiation of construction activities, to mitigate for the permanent impacts to 60.7 acres of potential California tiger salamander migration/over-summering habitat, the project applicant shall compensate for impacted California tiger salamander migration/over-summering habitat at a minimum of a 1:1 impacts to*

replacement ratio.[2] Mitigation land shall be permanently protected land within the Central California DPS range of the California tiger salamander within 1.3 miles of a known breeding site, or as otherwise approved by CDFW and USFWS. Protection shall be accomplished through the purchase of the mitigation land in fee title or via recordation of a conservation easement over the mitigation land. In lieu of this mitigation prior to construction, the project proponent may purchase California tiger salamander credits at a 1:1 ratio from an approved mitigation bank.

If mitigation credits are not used, prior to the start of construction, the project proponent shall record a conservation easement over the mitigation property preserving it in perpetuity as wildlife habitat. The easement shall be granted to a qualified conservation organization as defined by Section 815.3 of the California Civil Code. The project proponent shall prepare a habitat management plan that addresses management of the mitigation land that inures to the benefit of the California tiger salamander and shall submit the plan to the City of Antioch prior to the start of construction. The project proponent shall also establish an endowment fund, or other funding mechanism to provide for the long-term management, maintenance, and monitoring of the mitigation site.

The project proponent may satisfy the requirements of this mitigation measure by providing the City of Antioch with a copy of a biological opinion issued by the USFWS that includes these, or other functionally equivalent, habitat preservation measures, to be implemented prior to initiation of construction activities.

As an alternative to completion of MM IV-3, the project applicant could comply with one of the following conditions:

1. *Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the Conservancy, provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCC HCP/NCCP Covered Species; or*
2. *Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and USFWS have approved the conservation plan.*

[2] The 60.7 acres of permanently impacted habitat includes off-site improvement areas that overlap with the Promenade/Vineyards at Sand Creek Project. For any off-site impacted habitat for which replacement habitat has already been provided as part of the Promenade/Vineyards at Sand Creek Project, further mitigation is not required.

Western Pond Turtle

IV-4 *Prior to initiation of construction activities, a qualified biologist shall conduct a preconstruction survey of the two stormwater outfall work areas in Sand Creek, and if a western pond turtle is identified in the work area, the turtle shall be relocated to suitable habitat downstream. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. The work areas adjacent to Sand Creek shall be isolated with exclusion fencing in accordance with Mitigation Measure IV-2 that shall prevent western pond turtle from entering the work site and accidentally being harmed by construction activities.*

Preconstruction surveys for turtle nest sites in uplands adjacent to suitable aquatic habitat during spring and summer months shall be conducted within 30 days prior to beginning any ground-disturbing activities. If nests are not found, further consideration for western pond turtle nests is not warranted. If nest sites are located during preconstruction surveys adjacent to a proposed work area, the nest site plus a 50-foot buffer around the nest site shall be fenced where the buffer intersects a project work area to avoid impacts to the eggs or hatchlings which over-winter at the nest site. In addition, if nest(s) are located during surveys, moth balls (naphthalene) should be sprinkled around the vicinity of the nest (no closer than 10 feet) to mask human scent and discourage predators.

Construction at the nest site and within the 50-foot buffer area shall be delayed until the young leave the nest (this could be a period of many months) or as otherwise advised and directed by a qualified biologist. A qualified CDFW approved biologist, with the concurrence of CDFW, may also relocate young pond turtles.

Golden Eagle

IV-5 *Prior to initiation of ground-disturbing activities or tree removal, preconstruction surveys shall be conducted by a qualified raptor biologist on the project site and within a zone of influence (determined by a qualified biologist) of all project-related activities during the golden eagle breeding season (January through August). The zone of influence is affected by geographic barriers that affect direct line of sight from disturbance to the nest site, and/or distances that proposed activities could influence nesting behavior. The zone of influence shall be determined by a qualified raptor biologist. If nesting golden eagles are found nesting within the zone of influence,*

a qualified raptor biologist shall determine an appropriate buffer consistent with the USFWS' 2017 Recommended Buffer Zones for Ground-Based Human Activities Around Nesting Sites of Golden Eagles in California and Nevada. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.

The USFWS' 2017 Recommended Buffer Zones for Ground-Based Human Activities Around Nesting Sites of Golden Eagles in California and Nevada, recommends buffer zones for active nests. Such recommended buffer zones may increase or decrease in size depending on specific site or activity circumstances and local jurisdiction recommendations. For any active nest found within a zone of influence of the project site, the qualified raptor biologist shall determine the appropriate buffer size(s) to ensure that project activities do not impact the active nest site. Buffer sizes are likely to be reduced in size when a qualified raptor biologist makes a determination that the nesting golden eagles are acclimated to mechanized activities and disturbances of the like, or the nest is shielded from disturbance by geographic barriers.

If no active nesting golden eagles are identified during survey(s), project construction may commence without further regard for protection of nesting eagles. If golden eagles are found nesting in the project vicinity after project construction has commenced, it should be assumed that the golden eagles began nesting while the project site was under construction and thus, that the eagles are habituated to the ambient level of noise and disturbance emanating from the project site.

If active nesting golden eagles are identified during the preconstruction surveys, the qualified biologist shall establish a nest protection buffer and no project-related disturbance shall be allowed within any established nesting buffer until the young fledge the nest or the nesting attempt is otherwise complete for the year. The buffer shall remain in place until the fledglings become independent of the nesting tree. The young can be considered successfully fledged when the eaglets no longer return to the nesting tree for several consecutive nights. A qualified raptor biologist shall monitor the nesting eagles initially for a period long enough to understand the nesting eagles' response to disturbance, and thereafter on a routine basis (at least once per week) until the nestlings successfully fledge and become independent of the nesting tree.

It should be noted that if the developer initiates grading of the project site in the non-nesting season (September to December) and development disturbance remains continuous through the nesting season, and the golden eagles return and nest, it can be assumed that the golden eagles are sufficiently acclimated to the project disturbance. A qualified raptor biologist would be required to confirm the level of acclimation and would have to monitor the nesting attempt continuously through the nesting season to ensure that the project disturbance is not affecting the golden eagles nesting efforts and behaviors. After commencement of nesting, if the golden eagles respond negatively to the ongoing disturbance, a 600-foot buffer shall be immediately established and maintained under the supervision of the raptor biologist until the nesting cycle is completed, as determined by a qualified raptor biologist.

Swainson's Hawk

IV-6 *Prior to any project-related ground disturbance that occurs during the nesting season (March 15th to September 15th), a qualified biologist shall conduct a preconstruction survey at least two survey periods prior to the start of construction. Surveys shall follow the protocol in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000), including the survey period lengths identified therein. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.*

If the proposed project could result in take of the Swainson's hawk, its nest, or eggs, typically assumed to be the case if a nest is detected within a 0.25-mile of the project site, the project proponent shall prepare a Swainson's Hawk Monitoring and Habitat Management Plan. If take of Swainson's hawk eggs, nestlings, fledglings could occur from the proposed activities, as determined by a qualified raptor biologist, protective buffers shall be established on the project site that shall prevent such take from occurring. The protective buffer around the active nest site shall be maintained until such time that the Swainson's hawks have completed their nesting cycle as determined by a qualified raptor biologist. The nest protection buffer shall be coordinated with the CDFW.

If the preconstruction surveys find Swainson's hawk nests within 0.25 mile of the project site, impacts to its foraging habitat shall be mitigated by preserving 60.7 acres of suitable Swainson's hawk foraging habitat (1:1 mitigation for permanent impacts to foraging

habitat).[3] The mitigation land used to mitigate impacts to the California tiger salamander (see Mitigation Measure IV-3) shall also constitute suitable Swainson's hawk foraging habitat.

As an alternative to completion of Mitigation Measure IV-6, the project applicant could comply with one of the following conditions:

1. *Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or*
2. *Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.*

Western Burrowing Owl

IV-7 *Prior to initiation of ground-disturbing activities, a preconstruction survey for burrowing owls shall be conducted. The CDFG's Staff Report on Burrowing Owl Mitigation (CDFG 2012) states that take avoidance (preconstruction) surveys shall be conducted 14 days prior to ground disturbance. As burrowing owls may recolonize a site after only a few days, time lapses between project activities trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance to ensure absence of the species. The results of the survey shall be submitted to the City of Antioch Community Development Department.*

Burrowing owl surveys shall be conducted by walking the entire project site and (where possible) in areas within 150 meters (approximately 500 feet) of the proposed project impact zone. The 150-meter buffer zone shall be surveyed to identify burrows and owls outside of the proposed disturbance area which may be impacted by factors such as noise and vibration (heavy equipment) during project construction.

[3] The 60.7 acres of permanently impacted habitat includes off-site improvement areas that overlap with the Promenade/Vineyards at Sand Creek Project. For any off-site impacted habitat for which replacement habitat has already been provided as part of the Promenade/Vineyards at Sand Creek Project, further mitigation is not required.

Pedestrian survey transects shall be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines shall be 7 meters to 20 meters and shall be reduced to account for differences in terrain, vegetation density, and ground surface visibility. Poor weather may affect the surveyor's ability to detect burrowing owls thus, the biologist shall avoid conducting surveys when wind speed is greater than 20 kilometers per hour and the site is affected by precipitation or dense fog. To avoid impacts to owls from surveyors, owls and/or occupied burrows shall be avoided by a minimum of 50 meters (approximately 160 feet) wherever practical to avoid flushing occupied burrows. Disturbance to occupied burrows shall be avoided during all seasons.

If burrowing owls are detected on the site, the following restricted activity dates and setback distances are recommended per the CDFG's Staff Report on Burrowing Owl Mitigation (CDFG 2012).

- *From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200-meter buffer while high disturbance activities shall have a 500-meter buffer from occupied nests.*
- *From October 16 through March 31, low disturbance activities shall have a 50-meter buffer, medium disturbance activities shall have a 100-meter buffer, and high disturbance activities shall have a 500-meter buffer from occupied nests.*
- *No earth-moving activities or other disturbance shall occur within the afore- mentioned buffer zones of occupied burrows. The buffer zones shall be fenced as well. If burrowing owls are found in the proposed project area, a qualified biologist shall delineate the extent of western burrowing owl habitat on the site.*

Tricolored Blackbird

IV-8 *Prior to any ground-disturbing activities commencing between February 1 and August 31, the project applicant shall retain a qualified biologist to conduct a nesting survey for tricolored blackbird. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If tricolored blackbirds are not identified during the surveys, further mitigation is not required.*

If nesting tricolored blackbirds are identified during the surveys, a 300-foot radius around the nesting colony shall be staked with bright orange lath or other suitable staking. The size of the buffer may be

altered if a qualified biologist conducts behavioral observations and determines the nesting tricolored blackbirds are well acclimated to disturbance. In such a case, the biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance or harassment to the nesting tricolored blackbirds. Construction or earth-moving activity shall not occur within the established buffer until it is determined by a qualified biologist that the young have fledged (i.e., left the nest) and have attained sufficient flight skills to avoid project construction zones, as typically occurs by August 1. Construction or earth-moving activity may occur earlier or later, subject to the discretion of a qualified biologist. If a qualified biologist is not hired to watch the nesting tricolored blackbirds, then the buffers shall be maintained in place through the month of August and work within the buffer can commence September 1. If buffers are removed prior to September 1, the qualified biologist monitoring the nesting buffer(s) shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. The report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1.

Nesting Migratory Birds

IV-9 *If project site disturbance associated with the proposed project would commence between March 1 and September 1, a preconstruction nesting survey shall be completed in the 15-day period prior to commencing with any proposed project related disturbance on the project site or off-site improvement areas. The nesting survey shall be conducted on the project site and within a zone of influence around the project site. The zone of influence includes those areas off the project site where birds could be disturbed by earth-moving vibrations or noise as determined by a qualified ornithologist. Accordingly, the nesting survey(s) must cover the project site and an area around the project site boundary. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If special-status birds are not identified during the surveys, further mitigation is not required.*

If special-status birds are identified nesting on or adjacent to the project site, a non-disturbance buffer of 100 feet shall be established or as otherwise prescribed by a qualified ornithologist. If common (that is, not special-status) birds, for example, California towhee, California scrub jay, or acorn woodpeckers (Melanerpes formicivorus), are identified nesting on or adjacent to the project site, a non-disturbance buffer of 75 feet shall be established or as otherwise prescribed by a qualified ornithologist. The buffer shall be

demarcated with painted orange lath or via the installation of orange construction fencing. Disturbance within the buffer shall be postponed until it is determined by a qualified ornithologist that the young have fledged and have attained sufficient flight skills to leave the area or that the nesting cycle has otherwise completed.

Nesting buffers shall be maintained until September 1 unless a qualified ornithologist determines that young have fledged and are independent of their nests at an earlier date. If nest projection buffers are removed prior to September 1, the qualified biologist conducting the nesting surveys shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. The report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1.

Raptors (Including White-Tailed Kite)

IV-10 *Prior to commencement of ground-disturbing activities or tree removal between February 1 and August 31, the project applicant shall retain a qualified biologist to conduct raptor nesting surveys. The raptor nesting surveys shall include examination of all trees within 300 feet of the entire project site, including trees that are not planned for removal. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If nesting raptors are not identified during the surveys, further mitigation is not required.*

If nesting raptors, including white-tailed kite, are identified during the surveys, the dripline of the nest tree shall be fenced with orange construction fencing (provided the tree is on the project site), and a 300-foot radius around the nest tree shall be staked with bright orange lath or other suitable staking. If the tree is located off the project site, then the buffer shall be demarcated per above where the buffer intersects the project site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. In such case, the raptor biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. Construction or earth-moving activity shall not occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (i.e., left the nest) and have attained sufficient flight skills to avoid project construction zones, which typically occurs by August 1. Initiation of construction or earth-moving activity may be earlier or later, as determined by a

qualified raptor biologist. If a qualified biologist is not hired to watch the nesting raptors, then the buffers shall be maintained in place through the month of August and work within the buffer may commence September 1. If buffers are removed prior to September 1, the qualified raptor biologist monitoring the nesting buffer shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. The report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1.

San Joaquin Kit Fox

IV-11 *The project proponent shall implement the following standard avoidance measures for San Joaquin kit fox:*

- *An education program shall be conducted by a qualified biologist prior to the start of construction to explain the endangered species concerns to contractors working at the project site. The program shall include an explanation of the FESA and CESA and any endangered species concerns in the area. A sign-in sheet shall be distributed to all participants of the education program and submitted to the City of Antioch within two weeks of program completion.*
- *Qualified biologists shall conduct preconstruction den surveys no more than 14 days prior to site grading to ensure that potential kit fox dens are not disrupted. If "potential dens" are not identified during the surveys (potential dens are defined as burrows at least four inches in diameter which open up within two feet), further mitigation is not required. If potential dens are identified, infrared camera stations shall be set up and maintained for three consecutive nights at den openings prior to initiation of grading activities to determine the status of the potential dens. If kit fox is not found to be using the den, site grading may proceed unhindered. However, if a kit fox is found using a den site within the project site, the USFWS and the CDFW shall be notified and consulted before work activities resume. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.*
- *To prevent harm to San Joaquin kit fox, any steep-walled holes and/or trenches excavated on the project site shall be completely covered at the end of each workday or escape ramps shall be provided to allow any entrapped animals to escape unharmed. All pipe sections stored at the project site overnight that are four inches in diameter or greater shall be*

inspected for San Joaquin kit fox before the pipes are moved or buried. If San Joaquin kit fox are identified in the work area at any time, the USFWS and/or the CDFW, as well as the City, shall be notified and consulted before work activities resume. All trash items shall be removed from the site to reduce the potential for attracting predators of San Joaquin kit fox. Contractors shall be prohibited from bringing firearms and pets to the job site.

American Badger

IV-12 *The project applicant shall retain a qualified biologist to conduct a preconstruction den survey within 21 days prior to site grading. If potential dens are not identified, further mitigation is not required. If a potential den is located, infrared camera stations shall be set up and maintained for three consecutive nights at the potential den openings prior to initiation of grading/work activities to determine the status of the potential dens. If American badger is not found to be using the den, the burrow shall be filled, and site grading may proceed in the vicinity of the burrow(s) unhindered. However, if American badger is found to be using a den site within the area of proposed grading, provided it is not a natal den, the badger shall be passively and humanely evicted from its den if the individual could be impacted by grading or other activities. If a natal den is found, the project proponent shall consult with CDFW to prepare an eviction plan and shall submit the eviction plan to the City prior to implementation. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.*

Finding: Implementation of Mitigation Measures IV-1 through IV-12 would reduce potential impacts to special-status wildlife species to a less-than-significant level by requiring completion of preconstruction surveys and implementation of appropriate avoidance measures.

Impact IV-b: Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Impact IV-c: Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Mitigation Measures: The following mitigation measures have been adopted to address these impacts:

IV-13 *Prior to discharging any dredged or fill materials into any waters of the U.S. within the project site and/or the off-site improvement areas, the applicant shall obtain permit authorization to fill wetlands under Section 404 of the federal CWA (Section 404 Permit) from USACE. The Section 404 Permit application shall include an assessment of directly impacted, avoided, and preserved acreages to waters of the U.S. Mitigation measures shall be developed as part of the Section 404 Permit to ensure no net loss of wetland function and values. Mitigation for direct impacts to waters of the U.S. within the project site and/or the off-site improvement areas would occur at a minimum of 1:1 ratio for direct impacts by purchasing seasonal wetland credits from the Cosumnes Mitigation Bank or other wetland mitigation bank that services the project site, as approved by the USACE and the RWQCB.*

Alternatively, the project proponent may create, preserve, and manage new seasonal wetlands on or off of the project site at a 2:1 mitigation ratio. A project-specific Wetland Mitigation and Monitoring Plan prepared by a qualified wetland restoration ecologist that includes the following information shall be provided to the City prior to conducting any activity that would result in the placement of any fill material into a water of the U.S. or water of the State:

- *A description of the impacted water;*
- *A map depicting the location of the mitigation site(s) and a description of existing site conditions;*
- *A detailed description of the mitigation design that includes: (i) the location of the new seasonal wetlands; (ii) proposed construction schedule; (iii) a planting/vegetation plan; (iv) specific monitoring metrics, and objective performance and success criteria, such as delineation of created area as jurisdictional waters using USACE published methods; and (v) contingency measures if the created wetlands do not achieve the specified success criteria; and*
- *Short-term and long-term management and monitoring methods.*

If the wetland mitigation site is a separate mitigation property, the project proponent will grant a conservation easement to a qualified entity, as defined by Section 81.5.3 of the California Civil Code, preserving the created seasonal wetland(s) in perpetuity, and establish an endowment fund to provide for the long-term

management, maintenance, and monitoring of the created seasonal wetland(s). If the proposed project includes placing fill material into jurisdictional waters of the U.S. or waters of the State, the project proponent shall provide the City with a copy of permits issued by the USACE and RWQCB authorizing the fill.

In addition, a Water Quality Certification or waiver pursuant to Section 401 of the CWA must be obtained for Section 404 permit actions. Proof of compliance with the mitigation measure shall be submitted to the City of Antioch Community Development Department prior to the issuance of grading permits.

IV-14 *Impacts to riparian habitat within CDFW's Section 1602 jurisdictional areas that would occur during the installation of two stormwater outfalls in Sand Creek, construction of the Hillcrest Avenue bridge over Sand Creek, and the installation of the potential EVA/Pedestrian Bridge over Sand Creek, shall be mitigated through planting California native trees and/or shrubs within the Sand Creek buffer area. Impacted trees and shrubs shall be mitigated with a 3:1 (replacement to impacts) ratio. Replacement trees and shrubs shall be a minimum of one gallon size trees/shrub replacements.*

In addition, the project proponent will implement appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek and the eastern ephemeral channel on the project site. The measures shall include the installation of wildlife- friendly hay wattles and/or silt fence that will prevent unintended de minimus fill impacts to Sand Creek while the stormwater outfalls are constructed. In addition, orange silt fencing shall be installed at the top-of-bank of Sand Creek to prevent unintended human and equipment traffic adjacent to Sand Creek. Finally, the dripline of all protected trees within the drainages on the project site, if near work areas, shall be protected through the installation of orange construction fencing.

The project proponent shall satisfy this mitigation by providing the City of Antioch with a fully executed copy of a Streambed Alteration Agreement (SBAA) with the CDFW, if one is necessary, that includes these, or other functionally equivalent, BMPs, prior to installation of the two stormwater outfalls in Sand Creek, construction of the Hillcrest Avenue bridge over Sand Creek, and/or installation of the potential EVA/Pedestrian Bridge over Sand Creek. The project proponent shall implement the conditions of the executed SBAA.

Finding: Implementation of Mitigation Measures IV-13 and IV-14 would reduce potential impacts to riparian habitat or protected wetlands to a less-than-significant level by preparing a wetland mitigation plan and requiring wetland mitigation, subject to approval of the USACE, and full implementation of mitigation to riparian habitat and a Streambed Alteration Agreement with the CDFW, if needed.

Impact IV-e: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

IV-15 *Prior to issuance of certificates of occupancy, all trees that are legally removed as part of the proposed project shall be replaced according to the following schedule, to the satisfaction of the City of Antioch Community Development Department:*

1. *Each established tree: two 24-inch box trees.*
2. *Each mature tree: two 48-inch box trees.*

The locations and sizes of the replacement trees shall be clearly shown on the final landscape plans, subject to review and approval by the City.

Finding: Implementation of Mitigation Measure IV-15 would reduce impacts related to tree preservation to a less-than-significant level by ensuring that all trees that are removed would be replaced appropriately.

Impact V-b: Would the project cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5?

Impact V-c: Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Mitigation Measures: The following mitigation measures have been adopted to address these impacts:

V-1 *Prior to initiation of ground-disturbing activities, a consultant and construction worker tribal cultural resources training program shall be provided for all personnel involved in project implementation, to be administered by a qualified cultural resources specialist. The training program shall include relevant information regarding sensitive tribal cultural resources, including applicable regulations,*

protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program shall also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and shall outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program shall also underscore the requirement for confidentiality and culturally-appropriate treatment for any find of significance to Native Americans and behaviors, consistent with Native American tribal values. A sign-in sheet shall be distributed to all participants of the training program and submitted to the City of Antioch within two weeks of program completion.

V-2 *In the event of the accidental discovery or recognition of any or human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall occur until the County Coroner has been notified to determine if an investigation into the cause of death is required. If the coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. If the Native American Heritage Commission is unable to identify a most likely descendant or most likely descendant fails to make a recommendation within 48 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner, then the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.*

V-3 *If any prehistoric or historic artifacts, or other indications of cultural deposits, such as historic privy pits or trash deposits, are found once ground disturbing activities are underway, all work within the vicinity*

of the find(s) shall cease, the City of Antioch shall be notified, and the find(s) shall be immediately evaluated by a qualified archaeologist and Native American representatives from culturally affiliated Native American tribes to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. Such recommendations shall be documented in the project record. For any recommendations made by interested Native American tribes which are not implemented, a justification for why the recommendation was not followed will be provided in the project record. If the find is determined to be a historical or unique archaeological resource, contingency funding, and a time allotment to allow for implementation of avoidance measures or appropriate mitigation shall be made available (CEQA Guidelines Section 15064.5). Work may continue on other parts of the project site while historical or unique archaeological resource mitigation takes place (Public Resources Code Sections 21083 and 21087).

If inadvertent adverse impacts to tribal cultural resources, unique archeology, or other cultural resources occurs, consultation with the culturally affiliated Native American tribes regarding the standards contained in Public Resources Code sections 21084.3(a) and (b) and CEQA Guidelines section 15370 should occur, in order to coordinate for compensation for the adverse impacts by replacing or providing substitute resources or environments.

Finding: Implementation of Mitigation Measures V-1, V-2, and V-3 would reduce impacts related to unique archeological resources or human remains to a less-than-significant level by ensuring that any previously unknown cultural resources or human remains that are discovered during ground-disturbing activities are handled appropriately.

Impact VII-a: Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

iii. Seismic-related ground failure, including liquefaction?
iv. Landslides?

Impact VII-c: Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Impact VII-d: Would the project be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Mitigation Measures: The following mitigation measures have been adopted to address these impacts:

VII-1 *Prior to issuance of any grading permits, all recommendations set forth in Sections 5.0, 6.0, and 7.0 of the Geotechnical Summary Report prepared for the proposed project shall be reflected on the project grading and foundation plans, subject to review and approval by the City Engineer.*

VII-2 *Prior to issuance of any grading permits, the project applicant shall submit to the City of Antioch Engineering Department, for review and approval, a design-level geotechnical exploration study produced by a California Registered Civil Engineer or Geotechnical Engineer and identify grading and building practices necessary to achieve compliance with the latest adopted edition of the California Building Standards Code's geologic, soils, and seismic requirements. Consistent with Section 8.0 of the Geotechnical Summary Report prepared for the proposed project, the design-level geotechnical exploration study shall include supplemental borings, surface samples, Cone Penetration Tests (CPTs) and laboratory soil testing to address the following geotechnical concerns:*

- *Liquefaction-induced settlement risks, lateral spreading risks, and design considerations.*
- *Detailed foundation design criteria based on building types and surficial soil material properties.*
- *Identification of any undocumented fill located on the property.*

The design-level geotechnical exploration study shall identify measures to address construction requirements to mitigate any potential geotechnical hazards.

Finding: Implementation of Mitigation Measures VII-1 and VII-2 would reduce impacts related to seismic-related ground failure, liquefaction, landslides, lateral spreading, subsidence, and expansive, or otherwise unstable, soil to a less-than-significant level by requiring preparation of a design-level geotechnical study and ensuring implementation of the recommendations presented therein.

Impact VII-b: Would the project result in substantial erosion or the loss of topsoil?

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

VII-3 *Prior to issuance of grading and building permits, the project applicant shall submit, for the review and approval by the City*

Engineer, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Measures shall include, but are not limited to, the following:

- *Hydro-seeding;*
- *Placement of erosion control measures within drainage ways and ahead of drop inlets;*
- *The temporary lining (during construction activities) of drop inlets with "filter fabric" (a specific type of geotextile fabric);*
- *The placement of straw wattles along slope contours;*
- *Directing subcontractors to a single designation "wash-out" location (as opposed to allowing them to wash-out in any location they desire);*
- *The use of siltation fences; and*
- *The use of sediment basins and dust palliatives.*

Finding: Implementation of Mitigation Measure VII-3 would reduce impacts related to erosion to a less-than-significant level by requiring the preparation and implementation of an erosion control plan for use during construction.

Impact VII-f: Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

VII-4 *Prior to initiation of ground-disturbing activities, the applicant shall retain the services of a professional paleontologist to conduct a Worker's Environmental Awareness Training for the construction crew that will be conducting earthmoving activities (i.e., grading and excavation) at the project site and off-site improvement areas. The Environmental Awareness Training may be conducted concurrently with the tribal cultural resources training program required per Mitigation Measure V-1 of this Initial Study. Consistent with the recommendations of the 2020 Cultural Resources Assessment prepared for the proposed project by Natural Investigations, training shall include information on the types of fossils that may be encountered during project work, relevant compliance requirements, and the course to action to be taken in the event of an inadvertent fossil discovery.*

Should any vertebrate fossils (e.g., teeth, bones), an unusually large or dense accumulation of intact invertebrates, or well-preserved plant material (e.g., leaves) be unearthed by the construction crew,

ground-disturbing activity shall be diverted to another part of the project site and the City and paleontologist shall be called on-site to assess the find and, if significant, recover the find in a timely matter. Finds determined significant by a paleontologist shall then be conserved and deposited with a recognized repository, such as the University of California Museum of Paleontology. The alternative mitigation would be to leave the significant finds in place, determine the extent of significant deposit, and avoid further disturbance of the significant deposit. Within two weeks of training completion, proof of the construction crew awareness training shall be submitted to the City's Community Development Department in the form of a copy of training materials and the completed training attendance roster.

Finding: Implementation of Mitigation Measure VII-4 would reduce impacts related to unique paleontological resources to a less-than-significant level by requiring awareness training for all construction crew members and ensuring that any uncovered paleontological resources are properly handled and preserved.

Impact IX-b: Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?

Mitigation Measures: The following mitigation measures have been adopted to address this impact:

IX-1 *Prior to final map approval, the project applicant shall submit to the City of Antioch Engineering Department, for review and approval, plans which show that future inhabited structures will not be located over the four on-site abandoned oil/gas wells. The plans shall be completed in compliance with the Division of Oil, Gas, and Geothermal Resources (DOGGR) Construction Site Review Program, which includes guidelines and recommendations for setbacks and mitigation measures for venting systems. If grading is proposed proximate to the four abandoned well locations, DOGGR shall be consulted to determine if the wells will require modification in casing height. In addition, DOGGR shall be consulted to determine if the well abandonment procedures are consistent with current requirements.*

IX-2 *If remnant oil/gas pipelines are encountered during site development work, the pipelines shall be abandoned and/or removed in accordance with applicable federal, State, and/or local standards to the satisfaction of the Contra Costa Environmental Health Department and the City Engineer. If any indicators of apparent soil*

contamination (soil staining, odors, debris fill material, etc.) are found at the project site associated with the petroleum pipelines, the impacted area shall be isolated from surrounding, non-impacted areas. The project environmental professional shall obtain samples of the potentially impacted soil for analysis of the contaminants of concern and comparison with applicable regulatory residential screening levels (i.e., Environmental Screening Levels, California Human Health Screening Levels, Regional Screening Levels, etc.). Where the soil contaminant concentrations exceed the applicable regulatory residential screening levels, the impacted soil shall be excavated and disposed of offsite at a licensed landfill facility to the satisfaction of the Contra Costa Environmental Health Department. If soil contaminants do not exceed the applicable regulatory residential screening levels, further action is not required.

Finding: Implementation of Mitigation Measures IX-1 and IX-2 would reduce impacts related to the accidental release of hazardous materials to a less-than-significant level by requiring that future inhabited structures are not located over on-site abandoned oil/gas wells, and ensuring that, if encountered during site development work, remnant oil/gas pipelines are abandoned or removed appropriately.

Impact X-a: Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

X-1 *Prior to issuance of grading permits, the contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The developer shall file the Notice of Intent (NOI) and associated fee to the SWRCB. The SWPPP shall serve as the framework for identification, assignment, and implementation of BMPs. The contractor shall implement BMPs to reduce pollutants in stormwater discharges to the maximum extent practicable. The SWPPP shall be submitted to the Director of Public Works/City Engineer for review and approval and shall remain on the project site during all phases of construction. Following implementation of the SWPPP, the contractor shall subsequently demonstrate the SWPPP's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable.*

Finding: Implementation of Mitigation Measure X-1 would reduce impacts related to water quality to a less-than-significant level by requiring the preparation and implementation of a SWPPP.

Impact XIII-a: Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Mitigation Measures: The following mitigation measures have been adopted to address this impact:

XIII-1 *During construction activities, the use of heavy construction equipment shall adhere to Sections 5-17.04 and 5-17.05 of the City's Municipal Code with regard to hours of operation, which state that it is unlawful for any person to operate heavy construction equipment or otherwise be involved in construction activities during the hours specified below:*

1. *On weekdays prior to 7:00 AM and after 6:00 PM.*
2. *On weekdays within 300 feet of occupied dwelling space, prior to 8:00 AM and after 5:00 PM.*
3. *On weekends and holidays, prior to 9:00 AM and after 5:00 PM, irrespective of the distance from the occupied dwelling.*

Such standards shall be included, via written notation, on final improvement plans, to the satisfaction of the City Engineer.

XIII-2 *The project applicant shall ensure that all on-site construction activities occur pursuant to the criteria identified in Policy 11.6.2, Temporary Construction, of the City of Antioch General Plan. Such criteria include, but are not limited to, preparation of a construction-related noise mitigation plan. The construction-related noise mitigation plan shall be submitted to the Community Development Department for review and approval prior to issuance of grading permits for the project. Items included in the plan could contain, but would not be limited to, the following:*

- *All equipment driven by internal combustion engines shall be equipped with mufflers which are in good working condition and appropriate for the equipment;*
- *The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where the technology exists;*
- *At all times during project grading and construction, stationary*

noise-generating equipment shall be located as far as practical from noise-sensitive receptors;

- *Unnecessary idling of internal combustion engines shall be prohibited;*
- *Owners and occupants of residential and non-residential properties located with 300 feet of the construction site shall be notified of the construction schedule in writing; and*
- *The construction contractor shall designate a "noise disturbance coordinator" who shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and institute reasonable measures as warranted to correct the problem. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site.*

XIII-3 *A solid noise barrier measuring a minimum of six feet in height shall be constructed along Hillcrest Avenue where residences are located within 157 feet of the roadway. Suitable materials for the noise barrier include concrete panels, concrete masonry units, earthen berms, or any combination thereof. If roadway elevations and building pad elevations are not equal, the barrier heights and locations shall be reviewed once final grading plans are available. The final design of the noise barrier shall be approved by the Community Development Department prior to building permit issuance.*

XIII-4 *Prior to building permit issuance, the construction drawings for the project shall include a suitable form of forced-air mechanical ventilation for all proposed residential units, subject to approval by the Community Development Department, such that doors and windows may be kept closed at the occupant's discretion to control interior noise and achieve the City's 45 dB Ldn interior noise level threshold.*

Finding: Implementation of Mitigation Measures XIII-1 through XIII-4 would reduce impacts related to the generation of noise to a less-than-significant level by requiring compliance with specific construction hours, preparation and implementation of a construction-related noise mitigation plan, construction of a noise barrier, and installation of adequate forced-air mechanical ventilation in all proposed residential units.

Impact XVIII-a: Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to

a California Native American Tribe, and that is: listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

Impact XVIII-b: Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

XVIII-1 Implement Mitigation Measures V-1, V-2, and V-3.

Finding: Implementation of Mitigation Measures V-1, V-2, and V-3 would reduce impacts related to tribal cultural resources to a less-than-significant level by ensuring that any previously unknown tribal cultural resources that are discovered during ground-disturbing activities are handled appropriately.

2. Significant and Unavoidable Impacts.

The following significant environmental impacts of the Project, including cumulative impacts, are unavoidable and cannot be mitigated in a manner that would reduce the significant impact to a less-than-significant level. Notwithstanding disclosure of these impacts, the City Council elects to approve the Project due to overriding considerations as set forth below in Part D, Statement of Overriding Considerations.

Air Quality and GHG Emissions

Impact 4.1-6 Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

Mitigation Measures: The following mitigation measure has been adopted to address this impact to the extent feasible:

4.1-6 *Prior to the issuance of building permits, the applicant shall prepare and submit to the City a GHG Reduction Plan to quantifiably reduce GHG emissions so that the project will not cause a net increase in GHG emissions either through the implementation of the following on-site measures, through off-site measures such as purchasing carbon offsets that use CARB-consistent protocols or through other off-site mitigation measures as described in this mitigation measure, or a combination of on-site, carbon offsets, and other off-site mitigation measures. Proof of implementation of the GHG Reduction Plan shall be submitted to the City of Antioch Community Development Department.*

Examples of measures that may be used to reduce GHG emissions include, but are not limited to, the following:

- *Orient buildings to maximize passive solar heating;*
- *Use renewable diesel to fuel construction fleets;*
- *Promote ridesharing, transit, bicycling, and walking for work trips through dedication of preferential parking spaces, provision of on-site bicycle parking, provision of end-of-trip facilities such as bicycle lockers and on-site showers;*
- *Install electric vehicle charging infrastructure in excess of existing CBSC requirements;*
- *Provide fully operational charging stations and preferential parking spots for electric vehicles;*
- *Install energy star or equivalent appliances in all residences;*
- *Limit installation of natural gas fueled appliances;*
- *Install solar water heating;*
- *Use water efficient landscapes and native/drought-tolerant vegetation;*
- *Provide outdoor electrical outlets to allow for use of electrically powered landscaping equipment at all residences and park spaces within the project site;*
- *Construct on-site or fund off-site carbon sequestration projects (such as tree plantings or reforestation projects); and*
- *Purchase carbon credits to offset project annual emissions. Carbon offset credits shall be verified and registered with The Climate Registry, the Climate Action Reserve, or another source approved by CARB, BAAQMD, or the City of Antioch.*

If off-site mitigation measures are proposed, the applicant must be able to show that the emission reductions from identified projects are real, permanent through the duration of the project, enforceable, and

are equal to the pollutant type and amount of the project impact being offset. In addition, any off-site measures shall be subject to review and approval by the City of Antioch Community Development Department. BAAQMD recommends that off-site mitigation projects occur within the nine-county Bay Area in order to reduce localized impacts and capture potential co-benefits. If BAAQMD has established an off-site mitigation program at the time a development application is submitted, as an off-site mitigation measure, the applicant may choose to enter into an agreement with BAAQMD and pay into the established off-site mitigation program fund, where BAAQMD would commit to reducing the type and amount of emissions identified in the agreement.

Finding: Implementation of Mitigation Measure 4.1-6 would require the project to incorporate design features to reduce GHG emissions to the maximum extent feasible. Consequently, with implementation of the mitigation measure, the Project's incremental contribution to the cumulatively significant effects of GHG emissions and global climate change would be reduced but cannot be quantified with certainty at this time. Additional mitigation measures to further reduce the impacts were determined to be infeasible. Thus, the impact remains *cumulatively considerable* and *significant and unavoidable*.

Transportation

Impact 4.2-7 Conflict with a program, plan, ordinance, or policy addressing study freeway segments under Near-Term With Project conditions.

Mitigation Measures: The following mitigation measure has been adopted to address this impact to the extent feasible:

4.2-7 Prior to issuance of building permits for the proposed project, the project applicant shall pay applicable regional transportation impact fees to the East Contra Costa Regional Fee and Financing Authority (ECCRFFA). Proof of fee payment shall be submitted to the City of Antioch.

Finding: Implementation of Mitigation Measure 4.2-7 would ensure that the project contributes a fair share towards the widening of SR 4 between Balfour Road and Marsh Creek Road to improve freeway operations. However, given that timing for the required improvement has not yet been identified, completion of the improvement prior to occupation of the Project cannot be guaranteed. Additional mitigation measures to further reduce the impacts were determined to be infeasible. Thus, the impact remains temporarily *significant and unavoidable*.

Impact 4.2-8 Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).

Mitigation Measures: *None Feasible.*

Finding: Feasible mitigation to reduce the per capita VMT associated with the Project to less than 15 percent below regional averages (the applicable threshold of significance) does not exist. Additional mitigation measures to further reduce the impacts were determined to be infeasible. Thus, the impact remains *significant and unavoidable*.

Impact 4.2-12 Conflict with a program, plan, ordinance, or policy addressing study intersections under Cumulative With Project conditions (Sand Creek Road/SR 4 eastbound ramps and Sand Creek Road/SR 4 westbound ramps intersections).

Mitigation Measures: The following mitigation measures have been adopted to address this impact to the extent feasible:

4.2-12(a) *Prior to the issuance of the 165th building permit, the project applicant shall modify the eastbound approach to the Lone Tree Way at Hillcrest Avenue intersection to provide two left-turn lanes, two through lanes, and a through-right-shared lane through the reconstruction of the median, restriping, and signal modifications. Details of the improvements shall be defined in the Development Agreement. The improvements shall be completed to the satisfaction of the City Engineer.*

4.2-12(b) *Prior to issuance of building permits, the project applicant shall pay applicable regional transportation impact fees to the ECCRFFA that would fund improvements at the Sand Creek Road/SR 4 eastbound ramps intersection, including construction of a slip-ramp for the eastbound Sand Creek to southbound SR 4 movement, eliminating the conflicting left-turn movement at the intersection. Proof of payment shall be submitted to the City of Antioch Community Development Department. It should be noted that the Sand Creek Road/SR 4 eastbound ramps intersection is located outside of the City of Antioch and is under the jurisdiction of Caltrans.*

4.2-12(c) *Prior to issuance of building permits, if the required improvements are added to the ECCRFFA regional fee program, the project applicant shall pay applicable regional transportation impact fees to the ECCRFFA that would fund the improvements. Proof of payment shall be submitted to the City of Antioch Community Development Department. It should be noted that the Sand Creek Road/SR 4*

westbound ramps intersection is located outside of the City of Antioch and is under the jurisdiction of Caltrans.

Finding: Implementation of Mitigation Measures 4.2-12(a) through (c) would reduce impacts at the Lone Tree Way/Hillcrest Avenue intersection to a less-than-cumulatively considerable level by ensuring payment of regional transportation impact fees and construction of improvements to Hillcrest Avenue. However, uncertainty exists regarding the timing and funding for required improvements to the Sand Creek Road/SR 4 eastbound ramps and Sand Creek Road/SR 4 westbound ramps intersections. In addition, both intersections are located outside of the City's jurisdiction and, thus, the City cannot ensure that improvements to such facilities would be completed. Additional mitigation measures to further reduce the impacts were determined to be infeasible. Thus, the project's incremental contribution to the cumulative impacts at the affected intersections would remain *cumulatively considerable* and *significant and unavoidable*.

The City Council acknowledges that in making these findings, the City Council has considered the opinions of other agencies and members of the public, including opinions that disagree with some of the analysis and significance thresholds used in the EIR. The City Council finds that the determination of significance thresholds is a judgment within the discretion of the City Council; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

In particular, the EIR relied on significance criteria for evaluating impacts that are tailored to this type of project. The criteria used in this EIR to determine whether an impact is or is not "significant" are based on (a) CEQA-stipulated "mandatory findings of significance" listed in CEQA Guidelines section 15065; (b) the relationship of the Project effect to the adopted policies, ordinances and standards of the City and of responsible agencies; and (c) commonly accepted practice and the professional judgment of the EIR authors and City staff.

A full explanation of the environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the Final EIR's determinations regarding the Project's impacts and mitigation measures designed to address those impacts. In making these findings, the City Council ratifies, adopts, and incorporates the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City Council adopts, and incorporates as conditions of approval of the Project, the mitigation measures set forth in the Mitigation Monitoring and Reporting Program

attached to these findings as Exhibit A to reduce or avoid the potentially significant and significant impacts of the Project. The City Council acknowledges that in adopting these mitigation measures, the City Council intends to adopt each of the mitigation measures recommended for approval by the Final EIR. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted from Exhibit A, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in Exhibit A fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control, unless the language of the mitigation measure has been specifically and expressly modified by these findings.

The City Council hereby finds that the adopted mitigation measures are changes or alterations that have been required in, or incorporated into, the Project which reduce or avoid significant effects on the environment to the maximum extent feasible.

Changes to mitigation measures were not made in response to any comments on the Draft EIR.

Part C. Alternatives

Summary of Discussion of Alternatives in the Final EIR

The Final EIR evaluates four potential alternatives to the Project. The EIR examines the environmental impacts of each alternative in comparison with the Project and the relative ability of each alternative to satisfy Project objectives.

Findings Relating to Alternatives

In making these findings, the City Council certifies that it has independently reviewed and considered the information on alternatives provided in the Final EIR, including the information provided in comments on the Draft EIR and the responses to those comments in the Final EIR. The Final EIR's discussion and analysis of these alternatives is not repeated in these findings, but the discussion and analysis of the alternatives in the Final EIR is incorporated in these findings by reference.

The Final EIR describes and evaluates in detail three alternatives to the Project. The City Council acknowledges that the reasons for the City Council's decision to approve the Project instead of the remaining alternatives are presented below. The City Council finds that the Project would satisfy the Project Objectives, and the remaining alternatives are unable to satisfy the Project objectives to the same degree as the Project. The City Council further finds that, on balance, none of the remaining alternatives has environmental advantages over the Project that are sufficiently great to justify approval of such an alternative instead of the Project, in light of each such alternative's inability to satisfy the Project objectives to the same degree as the Project. Accordingly, the City

Council determines to approve the Project instead of approving one of the remaining alternatives.

Description of Project Objectives

The Project objectives are the following:

1. To implement the City's General Plan and Sand Creek Focus Area of the General Plan goals by creating an economically viable project that is capable of providing various infrastructure improvements that are able to serve the project and facilitate service to future planned development, including trunk line infrastructure that is necessary for the ultimate development of the Sand Creek Focus Area of the General Plan, and public roadway improvements.
2. To help the City of Antioch provide its fair share of housing, and help alleviate a regional housing shortage, by providing a mix of housing types and sizes, some moderately affordable, and which can meet the needs of a variety of different and growing household sizes.
3. To expand upon Antioch's first residential gated community, and make it compatible with the surrounding residential uses, yet a visually identifiable community that is at a scale and quality similar to gated residential developments in the greater East Bay.
4. To provide on-site amenities and recreational opportunities, such as a pool club and both a private and public pedestrian connection to the future Sand Creek trail.
5. To provide housing near major transportation and regional trails connections, with increased land use intensities near regional transportation connections.
6. To create a community that is family friendly or that could accommodate senior residents.
7. To implement the County's Growth Management Program by providing for urban development within the Urban Limit Line.
8. To contribute to the City of Antioch's economic and social viability by creating a community that creates jobs and attracts investment and positive attention.

Discussion and Findings Relating to the Alternatives Evaluated in the Draft EIR

Chapter 6 of the Draft EIR evaluates the following four alternatives, which are summarized below:

- No Project (No Build) Alternative;

- Buildout Pursuant to Existing Land Use Designations Alternative;

- Reduced Density Alternative; and
- Senior Housing Alternative.

No Project (No Build) Alternative.

Under CEQA, a "no-project alternative" compares the impacts of proceeding with a proposed project with the impacts of not proceeding with the proposed project. A no-project alternative describes the environmental conditions in existence at the time the Notice of Preparation was published, along with a discussion of what would be reasonably expected to occur at the site in the foreseeable future, based on current plans and consistent with available infrastructure and community services.

The No Project (No Build) Alternative is defined in the Draft EIR as the continuation of the existing conditions of the project site, which currently consists primarily of ruderal grasses and no structures. Because implementation of the No Project (No Build) Alternative would result in the site remaining under current conditions, physical environmental impacts would not occur. Therefore, implementation of the No Project (No Build) Alternative would result in fewer overall impacts compared to that of the Project. However, the No Project (No Build) Alternative would not meet any of the Project objectives.

On balance, the environmental benefits that might be achieved with this alternative are outweighed by its failure to achieve any of the Project objectives, and the City Council rejects this alternative.

Buildout Pursuant to Existing Land Use Designations Alternative.

The Buildout Pursuant to Existing Land Use Designations Alternative, which is considered another type of "no-project alternative," would consist of buildout of the project site per the current City of Antioch General Plan land use designations at the maximum allowable densities. Per the City's General Plan, approximately 115 acres in the eastern portion of the project site are designated Open Space/Senior Housing, while the remaining 43 acres in the western portion of the site are designated Hillside and Estate and Executive Residential/Open Space. It should be noted that the project site contains substantial constraints to development, such as excessive slopes and the Sand Creek corridor. Considering the site constraints, of the 115 acres currently designated as Open Space/Senior Housing, 57.5 acres were assumed to be developed with senior housing, and the remainder would be retained as open space. Of the 43 acres designated as Hillside and Estate and Executive Residential/Open Space, 21.5 acres were assumed to be developed with residences and 21.5 acres would be retained as open space. In total, the Alternative would include development of approximately 273 residential units.

The Draft EIR determined that the Buildout Pursuant to Existing Land Use Designations Alternative would be capable of fully or partially achieving the Project's objectives. However, the Alternative would result in greater impacts related to air quality

and GHG emissions and similar impacts related to transportation relative to the Project. As a result, the significant and unavoidable impacts determined for the Project would still be expected to occur under the Alternative.

Although the Alternative would generally achieve the project objectives, the significant and unavoidable impacts determined for the Project would not be avoided. As such, the City Council rejects this alternative.

Reduced Density Alternative.

The Reduced Density Alternative would consist of buildout of the project site with half as many residences as the Project. As such, the Alternative would develop 110 single-family residential units on a total disturbance area identical to the Project. With development of 110 residential units on 58.9 acres of land, the overall density would be reduced compared to the Project. The parks, open space features, and off-site improvements included as part of the Project would remain the same.

The Draft EIR determined that the Reduced Density Alternative would be capable of fully or partially achieving the Project's objectives and would result in fewer impacts than the Project in both resource areas. However, the significant and unavoidable impacts determined for the Project would still be expected to occur under the Alternative.

Although the Alternative would generally achieve the project objectives, the significant and unavoidable impacts determined for the Project would not be avoided. As such, the City Council rejects this alternative.

Senior Housing Alternative.

Under the Senior Housing Alternative, all 220 units would consist of age-restricted senior/active adult units. The Senior Housing Alternative would be designed to reduce the total average daily trips and overall VMT. Otherwise, all other aspects, including the disturbance area and proposed roadway and utility improvements, of the Alternative would remain the same as the Project.

The Draft EIR determined that the Senior Housing Alternative would be capable of partially or fully achieving most of the Project's objectives but, because the Senior Housing Alternative would only include senior/adult units, the Alternative would not be capable of meeting Objective #2. The Alternative would result in fewer impacts than the Project to both resource areas. However, the significant and unavoidable impacts determined for the Project would still be expected to occur under the Alternative.

The Alternative would not fully achieve all of the project objectives, and the significant and unavoidable impacts determined for the Project would not be avoided. Thus, the City Council rejects this alternative.

Findings Regarding Reasonable Range of Alternatives

The City Council finds that the range of alternatives evaluated in the EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the Project's environmental effects, while accomplishing most but not all of the Project objectives. The City Council finds that the alternatives analysis is sufficient to inform the City Council and the public regarding the tradeoffs between the degree to which alternatives to the Project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder the City's ability to achieve the Project objectives.

Part D. Statement of Overriding Considerations

Pursuant to CEQA Guidelines Section 15092, the City Council finds that in approving the Project it has eliminated or substantially reduced all significant and potentially significant effects of the Project on the environment where feasible, as shown in the EIR and described in these findings.

In the City Council's judgment, the Project and its benefits outweigh its unavoidable significant effect. The following Statement of Overriding Considerations identifies the reasons why, in the City Council's judgment, the benefits of the Project, as approved, outweigh its unavoidable significant effect.

Any one of the stated reasons is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason set forth in this Statement is supported by substantial evidence, the City Council finds that any individual reason is separately sufficient. This Statement is supported by the substantial evidence set forth in the Draft EIR, Final EIR, and the findings set forth above and, in the documents, incorporated by reference above.

The following considerations support approval of the Project:

1. The Project would provide citywide and regional economic benefits through tax revenues and project fees. According to the Fiscal Impact Analysis prepared for the Project, the Project at build-out is estimated to generate positive fiscal impacts in the range of $88,472 to $136,333 per year to the City's General Fund. In addition, the Project is estimated to generate between $55,550 and $111,096 per year in CFD 2018-2 Special Tax revenue at build-out to fund City Police Services. Furthermore, as a condition of approval, the Project would annex into, and financially contribute to, the Contra Costa Fire Protection District CFD.

2. The Project would create jobs for local residents through construction. Construction of the Project would create jobs by increasing the number of construction workers in the project area. Considering the nature and size of

the Project, a substantial amount of construction workers would likely be needed in construction of the proposed residential uses and other proposed improvements. Additionally, building materials would most likely be purchased in the area, stimulating the local economy and businesses.

3. The Project would provide additional housing opportunities in the City of Antioch. Based on the City's 2015-2023 Housing Element Update, the Regional Housing Needs Allocation (RHNA) for the years 2014-2022 would require 1,448 residences. The Project would contribute an additional 220 residential units to increase the City's housing supply, which would help the City satisfy its RHNA goals.

4. The Project would preserve almost 100 acres of open space areas. The Project would preserve and protect an open space corridor along Sand Creek, including a 200-foot-wide buffer area for sensitive species and habitats to the south of the creek.

The City Council has considered these benefits and considerations and has considered the significant unavoidable environmental effects of the Project. The City Council has determined that the economic, legal, social, technological, and other benefits of the Project outweigh the identified impacts. The City Council has determined that the Project benefits set forth above override the significant and unavoidable environmental costs associated with the Project.

The City Council adopts the mitigation measures in the final Mitigation Monitoring and Reporting Program, incorporated by reference into these findings, and finds that any residual or remaining effects on the environment resulting from the Project, identified as significant and unavoidable in the Findings of Fact, are acceptable due to the benefits set forth in this Statement of Overriding Considerations. The City Council makes this Statement of Overriding Considerations in accordance with Section 15093 of the CEQA Guidelines in support of approval of the Project.

Part E. Record of Proceedings

Various documents and other materials constitute the record upon which the City Council bases these findings and the approvals contained herein. The location and custodian of these documents and materials is: Forrest Ebbs, Community Development Director, City of Antioch, 200 H Street, Antioch, CA 94531.

Part F. Mitigation Monitoring and Reporting Program

In accordance with CEQA and the CEQA Guidelines, the City Council must adopt a mitigation monitoring and reporting program to ensure that the mitigation measures adopted herein are implemented. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the Project attached to these findings as Exhibit A.

NOW THEREFORE BE IT FURTHER RESOLVED that the Environmental Impact Report for the Creekside/Vineyards at Sand Creek Project is HEREBY CERTIFIED pursuant to the California Environmental Quality Act. All feasible mitigation measures for the Project identified in the Environmental Impact Report and accompanying studies are hereby incorporated into this approval.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

4. MITIGATION MONITORING AND REPORTING PROGRAM

4.1 INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) requires all State and local agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a "mitigated negative declaration" or specified environmental findings related to an EIR.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Creekside/Vineyards at Sand Creek Project (proposed project). The intent of the MMRP is to ensure implementation of the mitigation measures identified within the EIR for the Creekside/Vineyards at Sand Creek Project. Unless otherwise noted, the cost of implementing the mitigation measures as prescribed by this MMRP shall be funded by the project applicant.

4.2 COMPLIANCE CHECKLIST

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the EIR for the Creekside/Vineyards at Sand Creek Project prepared by the City of Antioch. This MMRP is intended to be used by City staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the EIR that was prepared for the proposed project.

The Creekside/Vineyards at Sand Creek Project EIR presents a detailed set of mitigation measures that will be implemented throughout the lifetime of the project. Mitigation is defined by CEQA Guidelines, Section 15370, as a measure that:

- Avoids the impact altogether by not taking a certain action or parts of an action;
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; or
- Compensates for the impact by replacing or providing substitute resources or environments.

The intent of the MMRP is to ensure the implementation of adopted mitigation measures. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

Monitoring and documenting the implementation of mitigation measures will be coordinated by the City of Antioch. The table in Section 4.3 identifies the mitigation measure, the monitoring action for the mitigation measure, the responsible party for the monitoring action, and timing of the monitoring action. The applicant will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP. The City will be responsible for monitoring compliance.

4.3 MITIGATION MONITORING AND REPORTING PROGRAM

The following table indicates the mitigation measure number, the impact the measure is designed to address, the measure text, the monitoring agency, implementation schedule, and an area for sign-off indicating compliance.

MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
4.1 Air Quality and Greenhouse Gas Emissions					
4.1-1	Conflict with or obstruct implementation of the applicable air quality plan during project construction.	*4.1-1* *Prior to approval of any grading plans, the project applicant shall show on the plans via notation that the contractor shall ensure that the heavy-duty off-road vehicles (50 horsepower or more) to be used in the construction project, including owned, leased, and subcontractor vehicles, shall achieve a project wide fleet average three percent NO_X reduction compared to the year 2022 California Air Resources Board (CARB) fleet average. The three percent NO_X reduction may be achieved by requiring a combination of engine Tier 3 or Tier 4 off-road construction equipment or the use of hybrid, electric, or alternatively fueled equipment. For instance, the emissions presented in Table 4.1-8 were achieved by requiring Rubber Tired Dozers and Cranes to be engine Tier 3.* *In addition, all off-road equipment operating at the construction site must be maintained in proper working condition according to manufacturer's specifications. Idling shall be limited to 5 minutes or less in accordance with the Off-Road Diesel Fueled Fleet Regulation as required by CARB. Clear signage regarding idling restrictions should be placed at the entrances to the construction site.* *Portable equipment over 50 horsepower must have either a valid District Permit to Operate*	City of Antioch Community Development Department	Prior to approval of grading plans and during construction	

MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project						
Impact Number	**Impact**	**Mitigation Measure**		**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
			(PTO) or a valid statewide Portable Equipment Registration Program (PERP) placard and sticker issued by CARB.			
4.1-2	Conflict with or obstruct implementation of the applicable air quality plan during project operation.	*4.1-2*	*Prior to issuance of building permits for the proposed project, the project applicant shall demonstrate via project design and/or notation included on project design that only natural gas hearths (fireplaces) shall be installed in the proposed residences and wood-burning hearths shall be prohibited.* *Conformance with the foregoing requirements shall be confirmed through review and approval of building permit plans by the City of Antioch Community Development Department.*	City of Antioch Community Development Department	Prior to issuance of building permits	
4.1-6	Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy, regulation adopted for the purpose of reducing the emissions of GHGs.	*4.1-6*	*Prior to the issuance of building permits, the applicant shall prepare and submit to the City a GHG Reduction Plan to reduce GHG emissions to the maximum extent feasible. Proof of implementation of the GHG Reduction Plan shall be submitted to the City of Antioch Community Development Department.* *Examples of measures that may be used to reduce GHG emissions include, but are not limited to, the following:* • *Orient buildings to maximize passive solar heating;* • *Use renewable diesel to fuel construction fleets;*	City of Antioch Community Development Department Bay Area Air Quality Management District	Prior to issuance of building permits	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		• *Promote ridesharing, transit, bicycling, and walking for work trips through dedication of preferential parking spaces, provision of on-site bicycle parking, provision of end-of-trip facilities such as bicycle lockers and on-site showers;* • *Install electric vehicle charging infrastructure in excess of existing CBSC requirements;* • *Provide fully operational charging stations and preferential parking spots for electric vehicles;* • *Install energy star or equivalent appliances in all residences;* • *Limit installation of natural gas fueled appliances;* • *Install solar water heating;* • *Use water efficient landscapes and native/drought-tolerant vegetation;* • *Provide outdoor electrical outlets to allow for use of electrically powered landscaping equipment at all residences and park spaces within the project site;* • *Construct on-site or fund off-site carbon sequestration projects (such as tree plantings or reforestation projects); and* • *Purchase carbon credits to offset project annual emissions. Carbon offset credits shall be verified and*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		registered with The Climate Registry, the Climate Action Reserve, or another source approved by CARB, BAAQMD, or the City of Antioch. *If off-site mitigation measures are proposed, the applicant must be able to show that the emission reductions from identified projects are real, permanent through the duration of the project, enforceable, and are equal to the pollutant type and amount of the project impact being offset. In addition, any off-site measures shall be subject to review and approval by the City of Antioch Community Development Department. BAAQMD recommends that off-site mitigation projects occur within the nine-county Bay Area in order to reduce localized impacts and capture potential co-benefits. If BAAQMD has established an off-site mitigation program at the time a development application is submitted, as an off-site mitigation measure, the applicant may choose to enter into an agreement with BAAQMD and pay into the established off-site mitigation program fund, where BAAQMD would commit to reducing the type and amount of emissions identified in the agreement.*			
4.2 Transportation					
4.2-1	Conflict with a program, plan, ordinance, or policy addressing the circulation	*4.2-1* *Prior to issuance of grading and building permits, the project applicant shall submit a construction management plan, subject to*	City Engineer	Prior to issuance of grading and building permits	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	system during construction activities.	*review and approval by the City Engineer. The requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:* • *Project staging plan to maximize on-site storage of materials and equipment;* • *A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones, and other warning devices for drivers; and designation of construction access routes;* • *Permitted construction hours;* • *Location of construction staging;* • *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and* • *Provisions for street sweeping to remove construction related debris on public streets.*			
4.2-7	Conflict with a program, plan, ordinance, or policy addressing study freeway segments under Near-Term With Project conditions.	*4.2-7* *Prior to issuance of building permits for the proposed project, the project applicant shall pay applicable regional transportation impact fees to the East Contra Costa Regional Fee and Financing Authority (ECCRFFA). Proof of fee payment shall be submitted to the City of Antioch.*	City of Antioch Community Development Department	Prior to issuance of building permits	

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MITIGATION MONITORING AND REPORTING PROGRAM
Creekside/Vineyards at Sand Creek Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.2-12	Conflict with a program, plan, ordinance, or policy addressing study intersections under Cumulative With Project conditions.	*4.2-12(a) Prior to the issuance of the 165th building permit, the project applicant shall modify the eastbound approach to the Lone Tree Way at Hillcrest Avenue intersection to provide two left-turn lanes, two through lanes, and a through-right-shared lane through the reconstruction of the median, restriping, and signal modifications. Details of the improvements shall be defined in the Development Agreement. The improvements shall be completed to the satisfaction of the City Engineer.*	City Engineer	Prior to the issuance of the 165th building permit	
		4.2-12(b) Prior to issuance of building permits, the project applicant shall pay applicable regional transportation impact fees to the ECCRFFA that would fund improvements at the Sand Creek Road/SR 4 eastbound ramps intersection, including construction of a slip-ramp for the eastbound Sand Creek to southbound SR 4 movement, eliminating the conflicting left-turn movement at the intersection. Proof of payment shall be submitted to the City of Antioch Community Development Department. It should be noted that the Sand Creek Road/SR 4 eastbound ramps intersection is located outside of the City of Antioch and is under the jurisdiction of Caltrans.	City of Antioch Community Development Department	Prior to issuance of building permits	
		4.2-12(c) Prior to issuance of building permits, if the required improvements are added to the ECCRFFA regional fee program, the project	City of Antioch Community	Prior to issuance of building permits	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		applicant shall pay applicable regional transportation impact fees to the ECCRFFA that would fund the improvements. Proof of payment shall be submitted to the City of Antioch Community Development Department. It should be noted that the Sand Creek Road/SR 4 westbound ramps intersection is located outside of the City of Antioch and is under the jurisdiction of Caltrans.	Development Department		
Initial Study					
IV-a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	*Special Status Plants* *IV-1* *Prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project proponent shall retain a qualified biologist to conduct rare plant surveys within one year of the anticipated groundbreaking for the proposed project. The surveys shall be conducted following the CDFW (2018), USFWS (2000), and CNPS (2001), or the most current published survey guidelines. During the surveys, qualified botanists shall search for all the plants identified in the Biological Resources Analysis (Monk & Associates, 2020) as having the potential to occur on the project site and off-site improvement areas, and all plants that are considered locally rare as listed in the East Bay Chapter of the CNPS Database of Rare, Unusual and Significant Plants of Alameda and Contra Costa Counties for the Marsh*	City of Antioch Community Development Department	Prior to initiation of ground-disturbing activities	

MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Creek/Lone Tree Valley area. Project construction shall not be initiated until all special-status plant surveys are completed and the mitigation is implemented, if necessary and required prior to starting construction. *A special-status plant survey report that includes the methods used, survey participants, and associated findings shall be prepared and submitted to the City no more than 30 days following the completion of the final site visit. A record of any special-status plant species identified within the project site during the preconstruction surveys shall be submitted to the CNDDB. If new special-status plant populations are not found on the site during the appropriately timed surveys, additional mitigation is not required. If construction is not started within two years after the rare plant surveys are completed, the City may require additional rare plant surveys.* *If special-status plants are observed on the site during the survey, the populations shall be avoided to the maximum degree possible during project development, and a Mitigation and Monitoring Plan shall be prepared detailing the measures to be implemented to avoid the plant population. Measures shall include establishment of appropriate buffers during construction, fencing of the population prior to and during construction, and regular*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		monitoring of the preserved population by a biologist during and after construction activities. The Mitigation and Monitoring Plan shall be implemented prior to the initiation of project grading. If the plant populations cannot be avoided, the applicant shall hire a qualified biologist to prepare a seed collection and replanting plan in coordination with the City of Antioch to reduce impacts to the identified special-status plant populations, subject to review and approval by the City of Antioch Community Development Department. *California Red-Legged Frog* *IV-2 Prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project applicant shall implement the following measures:* • *An education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors/operators working at the project site. The education/training program shall include a description of California red-legged frog and its habitat, a review of the Endangered Species Act and the federal listing of the species, the general protection measures to be implemented to protect the frog and minimize take, and a delineation of the*	City of Antioch Community Development Department U.S. Fish and Wildlife Service	Prior to initiation of ground-disturbing activities and during construction activities	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		limits of the work area. A sign-in sheet shall be distributed to all participants of the education/training program and submitted to the City of Antioch within two weeks of program completion. • *The work areas adjacent to Sand Creek shall be isolated with suitable wildlife exclusion fencing (see below) that would block the movement of California red-legged frogs from entering the work areas. The wildlife exclusion fence shall also prevent mammals migrating along Sand Creek from entering the project site. The fence shall be installed along the northern border of the project site, adjacent to the Sand Creek Buffer Area, prior to the time any site grading or vegetation removal activities are implemented. The exact location of the fencing shall be determined by a qualified biologist. The fence shall remain in place during site grading or other construction-related activities and shall prevent frogs and wildlife from entering the project site work areas. While normally California red-legged frog exclusion fencing often consists of silt fencing, owing to the duration of project construction, the project proponent may install a more weather resilient fence that is durable enough to remain in place for the*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		duration of construction, such as a commercially available exclusion fencing (e.g., ERTEC Fence). Fencing shall be installed by staking the route of the wildlife exclusion fencing in a 4-inch-deep trench. Then, the bottom of the fence shall be firmly seated in the trench. The project proponent may replace the wildlife exclusion fencing during construction with permanent fencing, approved by the City. • *A qualified biologist shall be onsite when grading activities occur within 300 feet of Sand Creek to conduct daily inspections of the fencing and to otherwise ensure that stranded animals are salvaged and relocated back to the stream channel. The biological monitor shall be responsible for ensuring that the wildlife exclusion fencing is not compromised and shall notify the onsite contractor representative when fencing needs to be repaired.* • *All construction work in Sand Creek associated with the outfall structures shall be scheduled for the dry season (May 15 through October 15) and when Sand Creek is dry or there is reduced flow in this creek. See also the permitting requirements specified in Mitigation Measure IV-14. Any necessary in-drainage work when*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		there are flows shall be isolated from flows via the installation of temporary coffer dams that have flow-through bypass pipes ensuring that flows pass by the stormwater outfall work areas. Flows shall be diverted around isolated work areas either by gravity flow or, if necessary, by pumping water around the work area. No silty water shall be allowed to reenter the tributary below any in-drainage work area. Methods and materials shall be adapted in the field to match the size, shape, and anticipated flow volume of the drainage, and shall be pre-approved by the biological monitor. All divisions shall conform to the following provisions: ○ *A qualified 10(a)(1)(A) biologist shall conduct preconstruction surveys for California red-legged frog prior to isolating any work area within Sand Creek. If any frogs are found in the work area, the USFWS shall be notified, and if the USFWS authorizes relocation, the frogs shall be moved from the two stormwater outfall work areas, up or downstream in Sand Creek to appropriate aquatic habitats. Upon*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		completion of the survey, if the outfall construction areas must be dewatered, coffer dams may be installed. Any isolated water shall be dip-netted or as appropriate, seined by the biologist to search for frogs prior to pumping water out of the isolated work areas. The project biological monitor shall be present during all in-drainage work. Dewatered work areas shall not result in stranded aquatic wildlife. ○ *Drainage diversion shall be practiced only where deemed unavoidable by the proposed project engineer and biological monitor.* ○ *Diversion shall be limited to the minimum time period necessary to complete the work and restore the channel.* ○ *Construction equipment shall work from above the top-of-bank. There shall be no vehicle passage, vehicle parking, or materials storage below the top-of-bank.* ○ *All in-drainage and diversion work plans shall reflect and incorporate standard erosion*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		control measures and Best Management Practices (BMPs) as prescribed in the project's Stormwater Pollution and Prevention Plan (SWPPP). ○ *In certain cases where water seeps into the dewatered area, sump pits may be excavated in the work area and seepage water would then be pumped back upstream behind the coffer dam. All discharged water shall be silt free. If silt is a problem, water shall be pumped through a silt sock into baker tank(s) prior to discharge back into the channel.* ○ *All downstream flows shall be maintained throughout the period that coffer dams are installed.* ○ *The entire work area below the top-of-bank, including the coffer dam location, shall be restored to the approximate pre-construction contours and shall be stabilized as necessary to withstand the expected high-water flows. All dam materials shall be*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		completely removed from the channel when work is complete and shall not be disposed of in or near the channel. ○ *All trash that might attract predators to the project site shall be properly contained and removed from the site and disposed of regularly. All construction debris and trash shall be removed from the site when construction activities are complete.* ○ *All fueling and maintenance of equipment and vehicles, and staging areas shall be at least 60 feet from Sand Creek. The construction personnel shall ensure that contamination of California red-legged frog habitat does not occur and shall have a plan to promptly address any accidental spills.* • *To mitigate for permanent impacts to 60.7 acres of California red-legged frog dispersal habitat, the project proponent shall preserve dispersal habitat adjacent to occupied California red-legged frog habitat, or as otherwise approved by USFWS, at a minimum of a 1:1 impacts to*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		replacement.[1] *Protection shall be via the purchase of the mitigation land fee title or via recordation of a conservation easement over the mitigation land. Alternatively, the project proponent may purchase California red-legged frog credits at a 1:1 ratio from a USFWS-approved mitigation bank.* • *If mitigation credits are not used, prior to the start of construction, the project proponent shall record a conservation easement over the mitigation property preserving it in perpetuity as wildlife habitat. The easement shall be granted to a qualified conservation organization as defined by Section 815.3 of the California Civil Code. Prior to the start of construction, the project proponent shall prepare a habitat management plan that addresses management of the mitigation land that inures to the benefit of the California red-legged frog and shall submit the plan to the City of Antioch prior to the start of construction. The project proponent shall also establish an endowment*			

[1] The 60.7 acres of permanently impacted habitat includes off-site improvement areas that overlap with the Promenade/Vineyards at Sand Creek Project. For any off-site impacted habitat for which replacement habitat has already been provided as part of the Promenade/Vineyards at Sand Creek Project, further mitigation is not required.

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		fund, or other funding mechanism to provide for the long-term management, maintenance, and monitoring of the mitigation site. *The project proponent may satisfy the requirements of this mitigation measure by providing the City of Antioch with a copy of a biological opinion issued by the USFWS that includes these, or other functionally equivalent, habitat preservation measures prior to the start of construction.* *As an alternative to completion of MM IV-2, the project applicant could comply with one of the following conditions:* 1. *Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the Conservancy, provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCC HCP/NCCP Covered Species; or* 2. *Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and USFWS have approved the conservation plan.*			

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MITIGATION MONITORING AND REPORTING PROGRAM
Creekside/Vineyards at Sand Creek Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		California Tiger Salamander *IV-3* *Prior to initiation of construction activities, to mitigate for the permanent impacts to 60.7 acres of potential California tiger salamander migration/over-summering habitat, the project applicant shall compensate for impacted California tiger salamander migration/over-summering habitat at a minimum of a 1:1 impacts to replacement ratio.[2] Mitigation land shall be permanently protected land within the Central California DPS range of the California tiger salamander within 1.3 miles of a known breeding site, or as otherwise approved by CDFW and USFWS. Protection shall be accomplished through the purchase of the mitigation land in fee title or via recordation of a conservation easement over the mitigation land. In lieu of this mitigation prior to construction, the project proponent may purchase California tiger salamander credits at a 1:1 ratio from a approved mitigation bank.* *If mitigation credits are not used, prior to the start of construction, the project proponent shall record a conservation easement over the mitigation property preserving it in perpetuity as wildlife habitat. The easement shall be granted to a qualified conservation*	City of Antioch Community Development Department California Department of Fish and Wildlife U.S. Fish and Wildlife Service	Prior to initiation of ground-disturbing activities and during construction activities	

[2] The 60.7 acres of permanently impacted habitat includes off-site improvement areas that overlap with the Promenade/Vineyards at Sand Creek Project. For any off-site impacted habitat for which replacement habitat has already been provided as part of the Promenade/Vineyards at Sand Creek Project, further mitigation is not required.

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		organization as defined by Section 815.3 of the California Civil Code. The project proponent shall prepare a habitat management plan that addresses management of the mitigation land that inures to the benefit of the California tiger salamander and shall submit the plan to the City of Antioch prior to the start of construction. The project proponent shall also establish an endowment fund, or other funding mechanism to provide for the long-term management, maintenance, and monitoring of the mitigation site. *The project proponent may satisfy the requirements of this mitigation measure by providing the City of Antioch with a copy of a biological opinion issued by the USFWS that includes these, or other functionally equivalent, habitat preservation measures, to be implemented prior to initiation of construction activities.* *As an alternative to completion of MM IV-3, the project applicant could comply with one of the following conditions:* *1. Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the Conservancy, provided that the City has first entered into an agreement with the*			

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MITIGATION MONITORING AND REPORTING PROGRAM
Creekside/Vineyards at Sand Creek Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		Conservancy for coverage of impacts to ECCC HCP/NCCP Covered Species; or *2. Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and USFWS have approved the conservation plan.* *Western Pond Turtle* *IV-4 Prior to initiation of construction activities, a qualified biologist shall conduct a preconstruction survey of the two stormwater outfall work areas in Sand Creek, and if a western pond turtle is identified in the work area, the turtle shall be relocated to suitable habitat downstream. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. The work areas adjacent to Sand Creek shall be isolated with exclusion fencing in accordance with Mitigation Measure IV-2 that shall prevent western pond turtle from entering the work site and accidentally being harmed by construction activities.* *Preconstruction surveys for turtle nest sites in uplands adjacent to suitable aquatic habitat during spring and summer months shall be conducted within 30 days prior to beginning*	City of Antioch Community Development Department California Department of Fish and Wildlife	Prior to initiation of and during construction activities	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		any ground-disturbing activities. If nests are not found, further consideration for western pond turtle nests is not warranted. If nest sites are located during preconstruction surveys adjacent to a proposed work area, the nest site plus a 50-foot buffer around the nest site shall be fenced where the buffer intersects a project work area to avoid impacts to the eggs or hatchlings which over-winter at the nest site. In addition, if nest(s) are located during surveys, moth balls (naphthalene) should be sprinkled around the vicinity of the nest (no closer than 10 feet) to mask human scent and discourage predators. *Construction at the nest site and within the 50-foot buffer area shall be delayed until the young leave the nest (this could be a period of many months) or as otherwise advised and directed by a qualified biologist. A qualified CDFW approved biologist, with the concurrence of CDFW, may also relocate young pond turtles.* *Golden Eagle* *IV-5 Prior to initiation of ground-disturbing activities or tree removal, preconstruction surveys shall be conducted by a qualified raptor biologist on the project site and within a zone of influence (determined by a qualified biologist) of all project-related activities during the golden eagle breeding season (January through*	City of Antioch Community Development Department	Prior to initiation of ground-disturbing activities or tree removal	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		August). The zone of influence is affected by geographic barriers that affect direct line of sight from disturbance to the nest site, and/or distances that proposed activities could influence nesting behavior. The zone of influence shall be determined by a qualified raptor biologist. If nesting golden eagles are found nesting within the zone of influence, a qualified raptor biologist shall determine an appropriate buffer consistent with the USFWS' 2017 Recommended Buffer Zones for Ground-Based Human Activities Around Nesting Sites of Golden Eagles in California and Nevada. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. *The USFWS' 2017 Recommended Buffer Zones for Ground-Based Human Activities Around Nesting Sites of Golden Eagles in California and Nevada, recommends buffer zones for active nests. Such recommended buffer zones may increase or decrease in size depending on specific site or activity circumstances and local jurisdiction recommendations. For any active nest found within a zone of influence of the project site, the qualified raptor biologist shall determine the appropriate buffer size(s) to ensure that project activities do not impact the active nest site. Buffer sizes are likely to be reduced in size when a qualified raptor biologist makes a determination that the nesting golden eagles*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		are acclimated to mechanized activities and disturbances of the like, or the nest is shielded from disturbance by geographic barriers. *If no active nesting golden eagles are identified during survey(s), project construction may commence without further regard for protection of nesting eagles. If golden eagles are found nesting in the project vicinity after project construction has commenced, it should be assumed that the golden eagles began nesting while the project site was under construction and thus, that the eagles are habituated to the ambient level of noise and disturbance emanating from the project site.* *If active nesting golden eagles are identified during the preconstruction surveys, the qualified biologist shall establish a nest protection buffer and no project-related disturbance shall be allowed within any established nesting buffer until the young fledge the nest or the nesting attempt is otherwise complete for the year. The buffer shall remain in place until the fledglings become independent of the nesting tree. The young can be considered successfully fledged when the eaglets no longer return to the nesting tree for several consecutive nights. A qualified raptor biologist shall monitor the nesting eagles initially for a period long enough to understand the nesting eagles' response to disturbance, and thereafter on a*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		routine basis (at least once per week) until the nestlings successfully fledge and become independent of the nesting tree. *It should be noted that if the developer initiates grading of the project site in the non-nesting season (September to December) and development disturbance remains continuous through the nesting season, and the golden eagles return and nest, it can be assumed that the golden eagles are sufficiently acclimated to the project disturbance. A qualified raptor biologist would be required to confirm the level of acclimation and would have to monitor the nesting attempt continuously through the nesting season to ensure that the project disturbance is not affecting the golden eagles nesting efforts and behaviors. After commencement of nesting, if the golden eagles respond negatively to the ongoing disturbance, a 600-foot buffer shall be immediately established and maintained under the supervision of the raptor biologist until the nesting cycle is completed, as determined by a qualified raptor biologist.* *Swainson's Hawk* *IV-6 Prior to any project-related ground disturbance that occurs during the nesting season (March 15th to September 15th), a qualified biologist shall conduct a preconstruction survey at least two survey*	City of Antioch Community Development Department	Prior to any project-related ground disturbance that occurs during the Swainson's hawk	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		periods prior to the start of construction. Surveys shall follow the protocol in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000), including the survey period lengths identified therein. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. *If the proposed project could result in take of the Swainson's hawk, its nest, or eggs, typically assumed to be the case if a nest is detected within a 0.25-mile of the project site, the project proponent shall prepare a Swainson's Hawk Monitoring and Habitat Management Plan. If take of Swainson's hawk eggs, nestlings, fledglings could occur from the proposed activities, as determined by a qualified raptor biologist, protective buffers shall be established on the project site that shall prevent such take from occurring. The protective buffer around the active nest site shall be maintained until such time that the Swainson's hawks have completed their nesting cycle as determined by a qualified raptor biologist. The nest protection buffer shall be coordinated with the CDFW.* *If the preconstruction surveys find Swainson's hawk nests within 0.25 mile of the project site, impacts to its foraging habitat shall be*	California Department of Fish and Wildlife	nesting season (March 15th to September 15th)	

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MITIGATION MONITORING AND REPORTING PROGRAM
Creekside/Vineyards at Sand Creek Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		mitigated by preserving 60.7 acres of suitable Swainson's hawk foraging habitat (1:1 mitigation for permanent impacts to foraging habitat).[3] *The mitigation land used to mitigate impacts to the California tiger salamander (see Mitigation Measure IV-3) shall also constitute suitable Swainson's hawk foraging habitat.* *As an alternative to completion of Mitigation Measure IV-6, the project applicant could comply with one of the following conditions:* 1. *Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or* 2. *Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.*			

[3] The 60.7 acres of permanently impacted habitat includes off-site improvement areas that overlap with the Promenade/Vineyards at Sand Creek Project. For any off-site impacted habitat for which replacement habitat has already been provided as part of the Promenade/Vineyards at Sand Creek Project, further mitigation is not required.

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Western Burrowing Owl *IV-7* *Prior to initiation of ground-disturbing activities, a preconstruction survey for burrowing owls shall be conducted. The CDFG's Staff Report on Burrowing Owl Mitigation (CDFG 2012) states that take avoidance (preconstruction) surveys shall be conducted 14 days prior to ground disturbance. As burrowing owls may recolonize a site after only a few days, time lapses between project activities trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance to ensure absence of the species. The results of the survey shall be submitted to the City of Antioch Community Development Department.* *Burrowing owl surveys shall be conducted by walking the entire project site and (where possible) in areas within 150 meters (approximately 500 feet) of the proposed project impact zone. The 150-meter buffer zone shall be surveyed to identify burrows and owls outside of the proposed disturbance area which may be impacted by factors such as noise and vibration (heavy equipment) during project construction.* *Pedestrian survey transects shall be spaced to allow 100 percent visual coverage of the*	City of Antioch Community Development Department	Prior to initiation of ground-disturbing activities	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		ground surface. The distance between transect center lines shall be 7 meters to 20 meters and shall be reduced to account for differences in terrain, vegetation density, and ground surface visibility. Poor weather may affect the surveyor's ability to detect burrowing owls thus, the biologist shall avoid conducting surveys when wind speed is greater than 20 kilometers per hour and the site is affected by precipitation or dense fog. To avoid impacts to owls from surveyors, owls and/or occupied burrows shall be avoided by a minimum of 50 meters (approximately 160 feet) wherever practical to avoid flushing occupied burrows. Disturbance to occupied burrows shall be avoided during all seasons. *If burrowing owls are detected on the site, the following restricted activity dates and setback distances are recommended per the CDFG's Staff Report on Burrowing Owl Mitigation (CDFG 2012).* • *From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200-meter buffer while high disturbance activities shall have a 500-meter buffer from occupied nests.* • *From October 16 through March 31, low disturbance activities shall have a 50- meter buffer, medium disturbance activities shall have a 100-meter*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		buffer, and high disturbance activities shall have a 500-meter buffer from occupied nests. • *No earth-moving activities or other disturbance shall occur within the afore- mentioned buffer zones of occupied burrows. The buffer zones shall be fenced as well. If burrowing owls are found in the proposed project area, a qualified biologist shall delineate the extent of western burrowing owl habitat on the site.* *The mitigation land used to mitigate impacts to the California tiger salamander (see Mitigation Measure IV-3) shall also constitute suitable western burrowing owl mitigation land.* *Tricolored Blackbird* *IV-8 Prior to any ground-disturbing activities commencing between February 1 and August 31, the project applicant shall retain a qualified biologist to conduct a nesting survey for tricolored blackbird. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If tricolored blackbirds are not identified during the surveys, further mitigation is not required.* *If nesting tricolored blackbirds are identified during the surveys, a 300-foot radius around*	City of Antioch Community Development Department	Prior to any ground-disturbing activities commencing between February 1 and August 31 within the project site and off-site improvement areas	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		the nesting colony shall be staked with bright orange lath or other suitable staking. The size of the buffer may be altered if a qualified biologist conducts behavioral observations and determines the nesting tricolored blackbirds are well acclimated to disturbance. In such a case, the biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance or harassment to the nesting tricolored blackbirds. Construction or earth-moving activity shall not occur within the established buffer until it is determined by a qualified biologist that the young have fledged (i.e., left the nest) and have attained sufficient flight skills to avoid project construction zones, as typically occurs by August 1. Construction or earth-moving activity may occur earlier or later, subject to the discretion of a qualified biologist. If a qualified biologist is not hired to watch the nesting tricolored blackbirds, then the buffers shall be maintained in place through the month of August and work within the buffer can commence September 1. If buffers are removed prior to September 1, the qualified biologist monitoring the nesting buffer(s) shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. The report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1.			

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MITIGATION MONITORING AND REPORTING PROGRAM
Creekside/Vineyards at Sand Creek Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		Nesting Migratory Birds *IV-9* *If project site disturbance associated with the proposed project would commence between March 1 and September 1, a preconstruction nesting survey shall be completed in the 15-day period prior to commencing with any proposed project related disturbance on the project site or off-site improvement areas. The nesting survey shall be conducted on the project site and within a zone of influence around the project site. The zone of influence includes those areas off the project site where birds could be disturbed by earth-moving vibrations or noise as determined by a qualified ornithologist. Accordingly, the nesting survey(s) must cover the project site and an area around the project site boundary. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If special-status birds are not identified during the surveys, further mitigation is not required.* *If special-status birds are identified nesting on or adjacent to the project site, a non-disturbance buffer of 100 feet shall be established or as otherwise prescribed by a qualified ornithologist. If common (that is, not special-status) birds, for example, California towhee, California scrub jay, or acorn woodpeckers (Melanerpes formicivorus), are identified nesting on or adjacent to the project*	City of Antioch Community Development Department	If project site disturbance associated with the proposed project would commence between March 1 and September 1, within 15 days prior to commencing project-related disturbance	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		site, a non-disturbance buffer of 75 feet shall be established or as otherwise prescribed by a qualified ornithologist. The buffer shall be demarcated with painted orange lath or via the installation of orange construction fencing. Disturbance within the buffer shall be postponed until it is determined by a qualified ornithologist that the young have fledged and have attained sufficient flight skills to leave the area or that the nesting cycle has otherwise completed. *Nesting buffers shall be maintained until September 1 unless a qualified ornithologist determines that young have fledged and are independent of their nests at an earlier date. If nest projection buffers are removed prior to September 1, the qualified biologist conducting the nesting surveys shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. The report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1.* *Raptors (Including White-Tailed Kite)* *IV-10 Prior to commencement of ground-disturbing activities or tree removal between February 1 and August 31, the project applicant shall retain a qualified biologist to conduct raptor nesting surveys. The raptor nesting surveys*	City of Antioch Community Development Department	Prior to commencement of ground-disturbing activities or tree removal between	

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		shall include examination of all trees within 300 feet of the entire project site, including trees that are not planned for removal. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If nesting raptors are not identified during the surveys, further mitigation is not required. *If nesting raptors, including white-tailed kite, are identified during the surveys, the dripline of the nest tree shall be fenced with orange construction fencing (provided the tree is on the project site), and a 300-foot radius around the nest tree shall be staked with bright orange lath or other suitable staking. If the tree is located off the project site, then the buffer shall be demarcated per above where the buffer intersects the project site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. In such case, the raptor biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. Construction or earth-moving activity shall not occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (i.e., left the nest) and have attained sufficient flight skills to avoid project construction zones, which typically occurs by August 1. Initiation of*		February 1 and August 31	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
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		construction or earth-moving activity may be earlier or later, as determined by a qualified raptor biologist. If a qualified biologist is not hired to watch the nesting raptors, then the buffers shall be maintained in place through the month of August and work within the buffer may commence September 1. If buffers are removed prior to September 1, the qualified raptor biologist monitoring the nesting buffer shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. The report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1. *San Joaquin Kit Fox* *IV-11 The project applicant shall implement the following standard avoidance measures for San Joaquin kit fox:* • *An education program shall be conducted by a qualified biologist prior to the start of construction to explain the endangered species concerns to contractors working at the project site. The program shall include an explanation of the FESA and CESA and any endangered species concerns in the area. A sign-in sheet shall be distributed to all participants of the education program and*	City of Antioch Community Development Department U.S. Fish and Wildlife Service California Department of Fish and Wildlife	Prior to the start of construction and during construction activities on the project site and within the off-site improvement areas	

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		submitted to the City of Antioch within two weeks of program completion. • *Qualified biologists shall conduct preconstruction den surveys no more than 14 days prior to site grading to ensure that potential kit fox dens are not disrupted. If "potential dens" are not identified during the surveys (potential dens are defined as burrows at least four inches in diameter which open up within two feet), further mitigation is not required. If potential dens are identified, infrared camera stations shall be set up and maintained for three consecutive nights at den openings prior to initiation of grading activities to determine the status of the potential dens. If kit fox is not found to be using the den, site grading may proceed unhindered. However, if a kit fox is found using a den site within the project site, the USFWS and the CDFW shall be notified and consulted before work activities resume. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.* • *To prevent harm to San Joaquin kit fox, any steep-walled holes and/or trenches excavated on the project site shall be completely covered at the end*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
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		of each workday or escape ramps shall be provided to allow any entrapped animals to escape unharmed. All pipe sections stored at the project site overnight that are four inches in diameter or greater shall be inspected for San Joaquin kit fox before the pipes are moved or buried. If San Joaquin kit fox are identified in the work area at any time, the USFWS and/or the CDFW, as well as the City, shall be notified and consulted before work activities resume. All trash items shall be removed from the site to reduce the potential for attracting predators of San Joaquin kit fox. Contractors shall be prohibited from bringing firearms and pets to the job site. *American Badger* *IV-12 The project applicant shall retain a qualified biologist to conduct a preconstruction den survey within 21 days prior to site grading. If potential dens are not identified, further mitigation is not required. If a potential den is located, infrared camera stations shall be set up and maintained for three consecutive nights at the potential den openings prior to initiation of grading/work activities to determine the status of the potential dens. If American badger is not found to be using the*	City of Antioch Community Development Department California Department of Fish and Wildlife	Within 21 days prior to site grading	

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			den, the burrow shall be filled, and site grading may proceed in the vicinity of the burrow(s) unhindered. However, if American badger is found to be using a den site within the area of proposed grading, provided it is not a natal den, the badger shall be passively and humanely evicted from its den if the individual could be impacted by grading or other activities. If a natal den is found, the project proponent shall consult with CDFW to prepare an eviction plan and shall submit the eviction plan to the City prior to implementation. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.			
IV-b., IV-c.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.)	*IV-13*	*Prior to discharging any dredged or fill materials into any waters of the U.S. within the project site and/or the off-site improvement areas, the applicant shall obtain permit authorization to fill wetlands under Section 404 of the federal CWA (Section 404 Permit) from USACE. The Section 404 Permit application shall include an assessment of directly impacted, avoided, and preserved acreages to waters of the U.S. Mitigation measures shall be developed as part of the Section 404 Permit to ensure no net loss of wetland function and values. Mitigation for direct impacts to waters of the U.S. within the project site and/or the off-site improvement areas would occur at a minimum of 1:1 ratio for direct impacts by purchasing seasonal wetland credits from the Cosumnes Mitigation*	City of Antioch Community Development Department U.S. Army Corps of Engineers Central Valley Regional Water Quality Control Board	Prior to issuance of grading permits	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
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	through direct removal, filling, hydrological interruption, or other means.	*Bank or other wetland mitigation bank that services the project site, as approved by the USACE and the RWQCB.* *Alternatively, the project proponent may create, preserve, and manage new seasonal wetlands on or off of the project site at a 2:1 mitigation ratio. A project-specific Wetland Mitigation and Monitoring Plan prepared by a qualified wetland restoration ecologist that includes the following information shall be provided to the City prior to conducting any activity that would result in the placement of any fill material into a water of the U.S. or water of the State:* • *A description of the impacted water;* • *A map depicting the location of the mitigation site(s) and a description of existing site conditions;* • *A detailed description of the mitigation design that includes: (i) the location of the new seasonal wetlands; (ii) proposed construction schedule; (iii) a planting/vegetation plan; (iv) specific monitoring metrics, and objective performance and success criteria, such as delineation of created area as jurisdictional waters using USACE published methods; and (v) contingency measures if the created wetlands do not achieve the specified success criteria; and*			

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		• *Short-term and long-term management and monitoring methods.* *If the wetland mitigation site is a separate mitigation property, the project proponent will grant a conservation easement to a qualified entity, as defined by Section 81.5.3 of the California Civil Code, preserving the created seasonal wetland(s) in perpetuity, and establish an endowment fund to provide for the long-term management, maintenance, and monitoring of the created seasonal wetland(s). If the proposed project includes placing fill material into jurisdictional waters of the U.S. or waters of the State, the project proponent shall provide the City with a copy of permits issued by the USACE and RWQCB authorizing the fill.* *In addition, a Water Quality Certification or waiver pursuant to Section 401 of the CWA must be obtained for Section 404 permit actions. Proof of compliance with the mitigation measure shall be submitted to the City of Antioch Community Development Department prior to the issuance of grading permits.*			
		IV-14 *Impacts to riparian habitat within CDFW's Section 1602 jurisdictional areas that would occur during the installation of two stormwater outfalls in Sand Creek, construction of the*	City of Antioch Community Development Department	Prior to issuance of grading permits	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Hillcrest Avenue bridge over Sand Creek, and the installation of the potential EVA/Pedestrian Bridge over Sand Creek, shall be mitigated through planting California native trees and/or shrubs within the Sand Creek buffer area. Impacted trees and shrubs shall be mitigated with a 3:1 (replacement to impacts) ratio. Replacement trees and shrubs shall be a minimum of one gallon size trees/shrub replacements. *In addition, the project proponent will implement appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek and the eastern ephemeral channel on the project site. The measures shall include the installation of wildlife- friendly hay wattles and/or silt fence that will prevent unintended de minimus fill impacts to Sand Creek while the stormwater outfalls are constructed. In addition, orange silt fencing shall be installed at the top-of-bank of Sand Creek to prevent unintended human and equipment traffic adjacent to Sand Creek. Finally, the dripline of all protected trees within the drainages on the project site, if near work areas, shall be protected through the installation of orange construction fencing.* *The project proponent shall satisfy this mitigation by providing the City of Antioch with a fully executed copy of a Streambed*	California Department of Fish and Wildlife		

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Alteration Agreement (SBAA) with the CDFW, if one is necessary, that includes these, or other functionally equivalent, BMPs, prior to installation of the two stormwater outfalls in Sand Creek, construction of the Hillcrest Avenue bridge over Sand Creek, and/or installation of the potential EVA/Pedestrian Bridge over Sand Creek. The project proponent shall implement the conditions of the executed SBAA.			
IV-e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	*IV-15* *Prior to issuance of certificates of occupancy, all trees that are legally removed as part of the proposed project shall be replaced according to the following schedule, to the satisfaction of the City of Antioch Community Development Department:* *1. Each established tree: two 24-inch box trees.* *2. Each mature tree: two 48-inch box trees.* *The locations and sizes of the replacement trees shall be clearly shown on the final landscape plans, subject to review and approval by the City.*	City of Antioch Community Development Department	Prior to issuance of certificates of occupancy	
V-b., V-c.	Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5.	*V-1.* *Prior to initiation of ground-disturbing activities, a consultant and construction worker tribal cultural resources training program shall be provided for all personnel involved in project implementation, to be administered by a qualified cultural resources specialist. The training program shall include*	City of Antioch Community Development Department	Prior to initiation of ground-disturbing activities	

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MITIGATION MONITORING AND REPORTING PROGRAM
Creekside/Vineyards at Sand Creek Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
	Disturb any human remains, including those interred outside of dedicated cemeteries.	*relevant information regarding sensitive tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program shall also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site, and shall outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program shall also underscore the requirement for confidentiality and culturally-appropriate treatment for any find of significance to Native Americans and behaviors, consistent with Native American tribal values. A sign-in sheet shall be distributed to all participants of the training program and submitted to the City of Antioch within two weeks of program completion.*			
		V-2 *In the event of the accidental discovery or recognition of any or human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall*	City of Antioch Community Development Department County Coroner Native American Heritage Commission	During ground-disturbing activities	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project						
Impact Number	**Impact**	**Mitigation Measure**		**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
			occur until the County Coroner has been notified to determine if an investigation into the cause of death is required. If the coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. If the Native American Heritage Commission is unable to identify a most likely descendant or most likely descendant fails to make a recommendation within 48 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner, then the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.			
		V-3	*If any prehistoric or historic artifacts, or other indications of cultural deposits, such as*	City of Antioch Community	During ground-disturbing activities	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		historic privy pits or trash deposits, are found once ground disturbing activities are underway, all work within the vicinity of the find(s) shall cease, the City of Antioch shall be notified, and the find(s) shall be immediately evaluated by a qualified archaeologist and Native American representatives from culturally affiliated Native American tribes to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. Such recommendations shall be documented in the project record. For any recommendations made by interested Native American tribes which are not implemented, a justification for why the recommendation was not followed will be provided in the project record. If the find is determined to be a historical or unique archaeological resource, contingency funding and a time allotment to allow for implementation of avoidance measures or appropriate mitigation shall be made available (CEQA Guidelines Section 15064.5). Work may continue on other parts of the project site while historical or unique archaeological resource mitigation takes place (Public Resources Code Sections 21083 and 21087). *If inadvertent adverse impacts to tribal cultural resources, unique archeology, or other cultural resources occurs, consultation with the culturally affiliated Native American tribes regarding the standards contained in Public*	Development Department Culturally affiliated Native American tribes		

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project						
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			Resources Code sections 21084.3(a) and (b) and CEQA Guidelines section 15370 should occur, in order to coordinate for compensation for the adverse impacts by replacing or providing substitute resources or environments.			
VII-a., VII-c., VII-d.	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction and landslides. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse. Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.	*VII-1*	*Prior to issuance of any grading permits, all recommendations set forth in Sections 5.0, 6.0, and 7.0 of the Geotechnical Summary Report prepared for the proposed project shall be reflected on the project grading and foundation plans, subject to review and approval by the City Engineer.*	City Engineer	Prior to issuance of any grading permits	
		VII-2	*Prior to issuance of any grading permits, the project applicant shall submit to the City of Antioch Engineering Department, for review and approval, a design-level geotechnical exploration study produced by a California Registered Civil Engineer or Geotechnical Engineer and identify grading and building practices necessary to achieve compliance with the latest adopted edition of the California Building Standards Code's geologic, soils, and seismic requirements. Consistent with Section 8.0 of the Geotechnical Summary Report prepared for the proposed project, the design-level geotechnical exploration study shall include supplemental borings, surface samples, Cone Penetration Tests (CPTs) and laboratory soil testing to address the following geotechnical concerns:*	City of Antioch Engineering Department	Prior to issuance of any grading permits	

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			• *Liquefaction-induced settlement risks, lateral spreading risks, and design considerations.* • *Detailed foundation design criteria based on building types and surficial soil material properties.* • *Identification of any undocumented fill located on the property.* *The design-level geotechnical exploration study shall identify measures to address construction requirements to mitigate any potential geotechnical hazards.*			
VII-b.	Result in substantial erosion or the loss of topsoil.	*VII-3*	*Prior to issuance of grading and building permits, the project applicant shall submit, for the review and approval by the City Engineer, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Measures shall include, but are not limited to, the following:* • *Hydro-seeding;* • *Placement of erosion control measures within drainage ways and ahead of drop inlets;* • *The temporary lining (during construction activities) of drop inlets with "filter fabric" (a specific type of geotextile fabric);* • *The placement of straw wattles along slope contours;*	City Engineer	Prior to issuance of grading and building permits	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project						
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			• *Directing subcontractors to a single designation "wash-out" location (as opposed to allowing them to wash-out in any location they desire);* • *The use of siltation fences; and* • *The use of sediment basins and dust palliatives.*			
VII-f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	*VII-4*	*Prior to initiation of ground-disturbing activities, the applicant shall retain the services of a professional paleontologist to conduct a Worker's Environmental Awareness Training for the construction crew that will be conducting earthmoving activities (i.e., grading and excavation) at the project site and off-site improvement areas. The Environmental Awareness Training may be conducted concurrently with the tribal cultural resources training program required per Mitigation Measure V-1 of this Initial Study. Consistent with the recommendations of the 2020 Cultural Resources Assessment prepared for the proposed project by Natural Investigations, training shall include information on the types of fossils that may be encountered during project work, relevant compliance requirements, and the course to action to be taken in the event of an inadvertent fossil discovery.* *Should any vertebrate fossils (e.g., teeth, bones), an unusually large or dense accumulation of intact invertebrates, or well-preserved plant material (e.g., leaves) be*	City of Antioch Community Development Department	Prior to initiation of and during ground-disturbing activities	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project						
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			unearthed by the construction crew, ground-disturbing activity shall be diverted to another part of the project site and the City and paleontologist shall be called on-site to assess the find and, if significant, recover the find in a timely matter. Finds determined significant by a paleontologist shall then be conserved and deposited with a recognized repository, such as the University of California Museum of Paleontology. The alternative mitigation would be to leave the significant finds in place, determine the extent of significant deposit, and avoid further disturbance of the significant deposit. Within two weeks of training completion, proof of the construction crew awareness training shall be submitted to the City's Community Development Department in the form of a copy of training materials and the completed training attendance roster.		
IX-b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment.	*IX-1*	*Prior to final map approval, the project applicant shall submit to the City of Antioch Engineering Department, for review and approval, plans which show that future inhabited structures will not be located over the four on-site abandoned oil/gas wells. The plans shall be completed in compliance with the Geologic Energy Management Division (CalGEM) Construction Site Review Program, which includes guidelines and recommendations for setbacks and mitigation measures for venting systems. If grading is proposed proximate to the four abandoned well locations, CalGEM shall be consulted to*	City of Antioch Engineering Department CalGEM	Prior to final map approval	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
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		determine if the wells will require modification in casing height. In addition, CalGEM shall be consulted to determine if the well abandonment procedures are consistent with current requirements.			
		IX-2 *If remnant oil/gas pipelines are encountered during site development work, the pipelines shall be abandoned and/or removed in accordance with applicable federal, State, and/or local standards to the satisfaction of the Contra Costa Environmental Health Department and the City Engineer. If any indicators of apparent soil contamination (soil staining, odors, debris fill material, etc.) are found at the project site associated with the petroleum pipelines, the impacted area shall be isolated from surrounding, non-impacted areas. The project environmental professional shall obtain samples of the potentially impacted soil for analysis of the contaminants of concern and comparison with applicable regulatory residential screening levels (i.e., Environmental Screening Levels, California Human Health Screening Levels, Regional Screening Levels, etc.). Where the soil contaminant concentrations exceed the applicable regulatory residential screening levels, the impacted soil shall be excavated and disposed of offsite at a licensed landfill facility to the satisfaction of the Contra Costa Environmental Health Department. If soil contaminants do not exceed the applicable*	City Engineer Contra Costa Environmental Health Department	If remnant oil/gas pipelines are encountered during site development work	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project						
Impact Number	**Impact**	**Mitigation Measure**		**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
			regulatory residential screening levels, further action is not required.			
X-a.	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.	*X-1*	*Prior to issuance of grading permits, the contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The developer shall file the Notice of Intent (NOI) and associated fee to the SWRCB. The SWPPP shall serve as the framework for identification, assignment, and implementation of BMPs. The contractor shall implement BMPs to reduce pollutants in stormwater discharges to the maximum extent practicable. The SWPPP shall be submitted to the Director of Public Works/City Engineer for review and approval and shall remain on the project site during all phases of construction. Following implementation of the SWPPP, the contractor shall subsequently demonstrate the SWPPP's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable.*	Director of Public Works/City Engineer	Prior to issuance of grading permits	
XIII-a.	Result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable	*XIII-1*	*During construction activities, the use of heavy construction equipment shall adhere to Sections 5-17.04 and 5-17.05 of the City's Municipal Code with regard to hours of operation, which state that it is unlawful for any person to operate heavy construction equipment or otherwise be involved in construction activities during the hours specified below:*	City Engineer	During construction activities	

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	standards of other agencies.	*1. On weekdays prior to 7:00 AM and after 6:00 PM.* *2. On weekdays within 300 feet of occupied dwelling space, prior to 8:00 AM and after 5:00 PM.* *3. On weekends and holidays, prior to 9:00 AM and after 5:00 PM, irrespective of the distance from the occupied dwelling.* *Such standards shall be included, via written notation, on final improvement plans, to the satisfaction of the City Engineer.*			
		XIII-2 The project applicant shall ensure that all on-site construction activities occur pursuant to the criteria identified in Policy 11.6.2, Temporary Construction, of the City of Antioch General Plan. Such criteria include, but are not limited to, preparation of a construction-related noise mitigation plan. The construction-related noise mitigation plan shall be submitted to the Community Development Department for review and approval prior to issuance of grading permits for the project. Items included in the plan could contain, but would not be limited to, the following: • *All equipment driven by internal combustion engines shall be equipped with mufflers which are in good working condition and appropriate for the equipment;*	City of Antioch Community Development Department	Prior to issuance of grading permits	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
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		• *The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where the technology exists;* • *At all times during project grading and construction, stationary noise-generating equipment shall be located as far as practical from noise-sensitive receptors;* • *Unnecessary idling of internal combustion engines shall be prohibited;* • *Owners and occupants of residential and non-residential properties located with 300 feet of the construction site shall be notified of the construction schedule in writing; and* • *The construction contractor shall designate a "noise disturbance coordinator" who shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and institute reasonable measures as warranted to correct the problem. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site.*			

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		XIII-3 *A solid noise barrier measuring a minimum of six feet in height shall be constructed along Hillcrest Avenue where residences are located within 157 feet of the roadway. Suitable materials for the noise barrier include concrete panels, concrete masonry units, earthen berms, or any combination thereof. If roadway elevations and building pad elevations are not equal, the barrier heights and locations shall be reviewed once final grading plans are available. The final design of the noise barrier shall be approved by the Community Development Department prior to building permit issuance.*	City of Antioch Community Development Department	Prior to issuance of building permits	
		XIII-4 *Prior to building permit issuance, the construction drawings for the project shall include a suitable form of forced-air mechanical ventilation for all proposed residential units, subject to approval by the Community Development Department, such that doors and windows may be kept closed at the occupant's discretion to control interior noise and achieve the City's 45 dB L_{dn} interior noise level threshold.*	City of Antioch Community Development Department	Prior to issuance of building permits	
XVIII-a., XVIII-b.	Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape	*XVIII-1* *Implement Mitigation Measures V-1, V-2, and V-3.*	See Mitigation Measures V-1, V-2, and V-3	See Mitigation Measures V-1, V-2, and V-3	

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MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is a resource				

A101

MITIGATION MONITORING AND REPORTING PROGRAM Creekside/Vineyards at Sand Creek Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?				

A102

ATTACHMENT B

CITY COUNCIL
RESOLUTION NO. 2021-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE GENERAL PLAN AMENDMENT FOR THE CREEKSIDE/VINEYARDS AT SAND CREEK PROJECT

WHEREAS, the City of Antioch ("City") received an application from GBN Partners, LLC ("Applicant") seeking City approval of the following: a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; Design Review; and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements, which is known as the Creekside/Vineyards at Sand Creek Project ("Project") (GP-19-06, PD-19-02);

WHEREAS, the project site consists of a 158.2-acre parcel located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch, California;

WHEREAS, the project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east and is identified by Assessor's Parcel Number (APN) 057-050-024. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

WHEREAS, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on February 17, 2021;

WHEREAS, the proposed General Plan Amendment was considered by the Planning Commission on February 17, 2021, and the Planning Commission recommended approval to the City Council;

WHEREAS, on March 23, 2021, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan;

WHEREAS, the primary purpose of the General Plan Amendment is to ensure consistency between the City of Antioch General Plan and the Project;

WHEREAS, the project requires amendment to the General Plan Text to allow non-senior housing on small lots, as well as an amendment to the General Plan Land Use Map to redesignate the site from Open Space/Senior Housing and Hillside, Estate and Executive Residential/Open Space to Medium Low Density Residential/Open Space;

WHEREAS, the proposed project site is of adequate size to accommodate the proposed development;

WHEREAS, the proposed project will provide adequate infrastructure to accommodate the proposed development; and

WHEREAS, the City Council duly gave notice of public hearing as required by law and on March 23, 2021 held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of the General Plan Amendments:

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;

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;

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;

4. The proposed project will not cause environmental damage in that the project prepared the Creekside/Vineyards at Sand Creek Project Final Environmental Impact Report and Mitigation Monitoring and Reporting Program which mitigated environmental impacts to the extent feasible. For significant and unavoidable impacts, the Planning Commission recommended the City Council adopt a Statement of Overriding Considerations; and

5. The proposed General Plan Amendment will not require changes to or modifications of any other plans that the City Council adopted before the date of this resolution.

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council hereby adopts the Amendments to the General Plan Text and Land Use Map (GPA-19-06) as shown in Exhibit A and Exhibit B respectively.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____

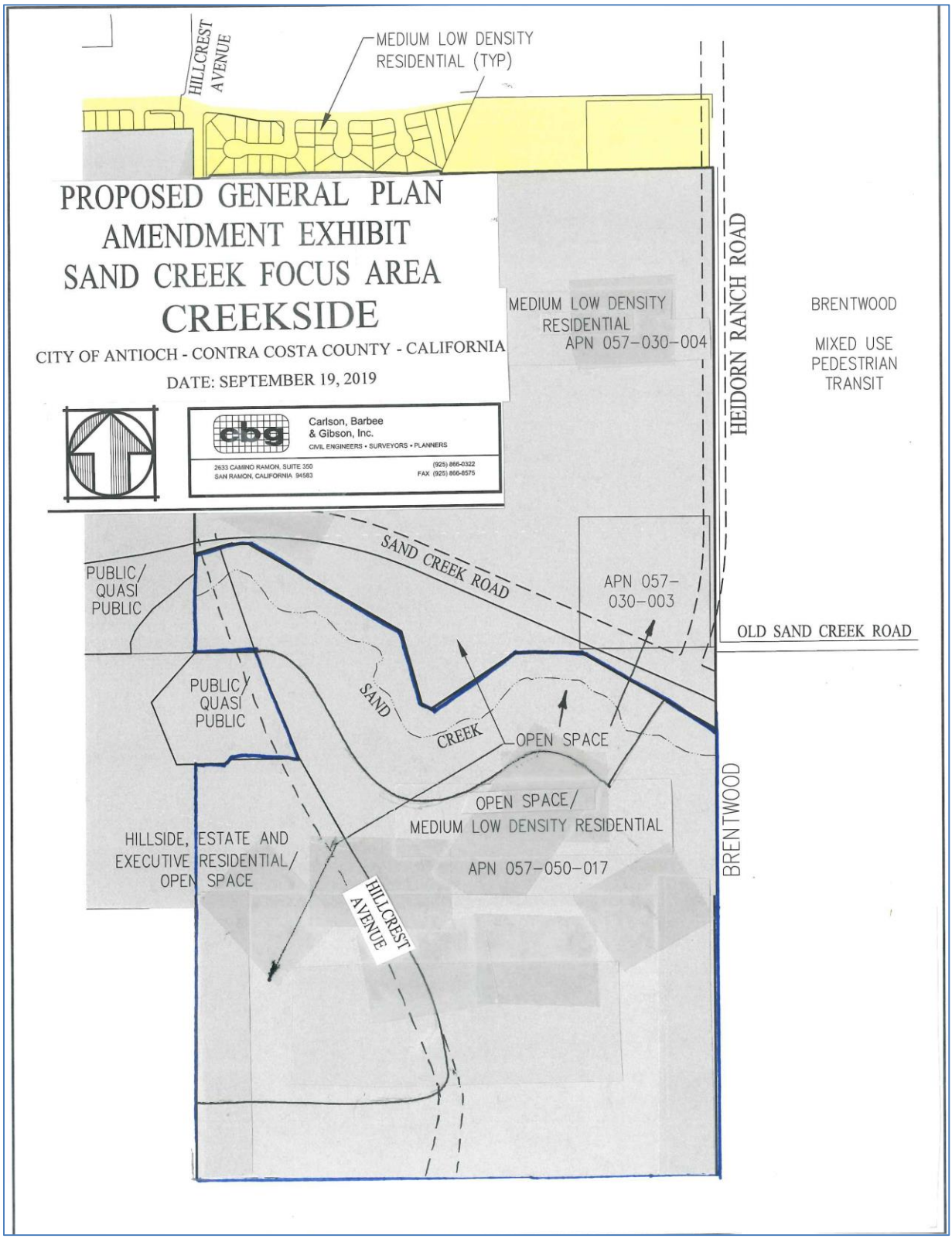
ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B
EXHIBIT A
GENERAL PLAN TEXT AMENDMENT

I. Antioch General Plan Section 4.4.6.7.o is hereby amended as follows:

Small Lot Single Family Detached housing within the Aviano planned development, ~~and at~~ the Promenade/Vineyards at Sand Creek, and Creekside/Vineyards at Sand Creek planned developments with lots smaller than 7,000 square feet may be developed in the Sand Creek Focus Area east of Deer Valley Road within areas shown as Medium Low Density Residential and Low Density Residential in Figure 4.8. Small Lot Single Family Detached housing within the Limited Development Area with minimum lot sizes from approximately 4,000 square feet may be developed within the Limited Development Area. The anticipated population density for this land use type is fourteen to eighteen persons per acre developed with residential uses.

ATTACHMENT B
EXHIBIT B
PROPOSED GENERAL PLAN LAND USE MAP



ATTACHMENT C

ORDINANCE NO. 2021-**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE THE 58.9-ACRE CREEKSIDE/VINEYARDS AT SAND CREEK PROJECT SITE (APN 057-050-024), FROM STUDY ZONE (S) TO PLANNED DEVELOPMENT DISTRICT (PD-19-02)

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

SECTION 1:

The City Council determined on March 23, 2021, 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 Creekside/Vineyards at Sand Creek Project should be certified.

SECTION 2:

At its regular meeting of February 17, 2021, the Planning Commission recommended the City Council adopt the Ordinance to rezone the subject property from Study Zone (S) to Planned Development District (PD-19-02) for the Creekside/Vineyards at Sand Creek Project.

SECTION 3:

The Master Development Plan/Vesting Tentative Subdivision Map, adopted by City Council Resolution #2021-** establishes the land plan to implement the proposed PD zoning. The real property described in Exhibit A, attached hereto, is hereby rezoned from Study Zone (S) to Planned Development District (PD-19-02) for the Creekside/Vineyards at Sand Creek Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APN 057-050-024), known as the Creekside/Vineyards at Sand Creek Project, are herein incorporated into this ordinance, and are binding upon said property.

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Maximum Density	6 dwelling units per gross developable acre	All Lot Types: 4.6 dwelling units per gross acre (3.7 dwelling units per net developable acre)	All Lot Types: 4.6 dwelling units per gross acre (3.7 dwelling units per net developable acre)
Maximum Number of Units		All Lot Types: 220 Single Family Residences	All Lot Types: 220 Active Adult Residences
Minimum Lot Size	6,000 sq. ft.	Lot Type A: 45'x80', average Lot Size 4,200 SF Lot Type B: 50'x80', average Lot Size 4,630 SF Lot Type C: 50'x90', average Lot Size 5,160 SF	Lot Type A: 45'x80', average Lot Size 4,200 SF Lot Type B: 50'x80', average Lot Size 4,630 SF Lot Type C: 50'x90', average Lot Size 5,160 SF

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Minimum Lot Width	Interior lot: 60 feet. Corner lot: 65 feet.	Lot Type A: All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way. Lot Type B and C: All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.	Lot Type A: All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way. Lot Type B and C: All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.
Minimum Front Yard Setbacks	20 feet (reserved for landscaping only, excluding driveways).	All Lot Types: 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).	All Lot Types: 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).
Minimum Side Yard Setbacks	Interior lot: 5 feet. Corner lot: 10 feet. For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet.	Lot Type A Interior lot: 4 foot minimum. Lot Type A Corner lot: 4 foot interior/9 foot street-side. Lot Type B and C Interior lot: 5 foot. Lot Type B and C Corner lot: 5 foot interior/10 foot street-side. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.	Lot Type A Interior lot: 4 foot minimum. Lot Type A Interior 'Active Adult' Duet lot: Zero (0) foot minimum (duet) one side and 4 foot minimum alternate side. Lot Type A Corner lot: 4 foot interior/9 foot street-side. Lot Type A Corner 'Active Adult' Duet lot: Zero (0) foot minimum interior/9 foot street side. Lot Type B and C Interior lot: 5 foot. Lot Type B and C Interior 'Active Adult' Duet lot: Zero (0) foot minimum one side and 5 foot minimum alternate side. Lot Type B and C Corner lot: 5 foot interior/10 foot street-side. Lot Type B and C Corner 'Active Adult' Duet lot: Zero (0) foot minimum interior/10 foot StreetSide. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Minimum Rear Yard Setbacks	20 feet	Lot Type A, B, and C: 10 foot minimum/12 foot average. Additionally, Lot Type C with lots deeper than 95 feet: 15 foot minimum/18 foot average.	All Lot Types: 10 foot minimum/12 foot average. Lot Type C with lots deeper than 95 feet: 15 foot minimum/18 foot average.
Accessory Structure Setbacks	Detached accessory structures shall be located behind the required front yard setback and cover no more than 40% of the required rear yard area. Minimum side yard for is 20 feet on corner lots and zero feet on interior lots. No minimum rear yard setback is required. Attached accessory buildings shall comply with the requirements applicable to the main building. A detached accessory building shall be at least five feet from any building.	All Lot Types: Interior lot: side yard and rear yard setback is zero feet. All Lot Types: Corner lot: street side yard is 10 feet and rear /interior side yard is zero feet.	All Lot Types: Interior lot: side yard and rear yard setback is zero feet. All Lot Types: Corner lot: street side yard is 10 feet and rear /interior side yard is zero feet.
Covered Patio	May encroach to within 10 feet of rear property line and to within three feet of a side property line.	All Lot Types: Covered Patio/"California Room": A covered area, attached or detached to the main structure, without walls on two or more sides. Covered Patio setbacks: 3' minimum to rear and side yard. The wall-less sides of Covered Patios at the rear elevation can encroach further than architectural pop outs. A California Room with a solid covered roof (not trellis) is limited to cover no more than 33% of the required rear yard.	All Lot Types: Covered Patio/"California Room": A covered area, attached or detached to the main structure, without walls on two or more sides. Covered Patio setbacks: 3' minimum to rear and side yard. The wall-less side of Covered Patios at the rear elevation can encroach further than architectural pop outs. A California Room with a solid covered roof (not trellis) is limited to no more than 33% of the required rear yard.
Maximum Building Height	35 feet	All Lot Types: 35 feet for single-story profile and two-story structures. All Lot Types: 25 feet for one-story structures.	All Lot Types: 35 feet for single-story profile and two-story structures. All Lot Types: 25 feet for one-story structures.
Maximum Lot Coverage (gross first floor living plus garage area	40%	Lot Type A and B: 60% for single-story homes and 54% for two-story homes.	Lot Type A and B: 60% for single-story; 54% for two-story and single-story profile homes.

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
divided by the lot area and does not include Covered Patios/porches)		Lot Type C: 60% for single-story or single-story profile homes and 54% for two-story homes.	Lot Type C: 63% for single story homes. 54% for two-story and single-story profile homes. If developed as an Active Adult community, all homes may be single-story – either detached or as duets, based upon market preferences. No two-story homes shall be required in an Active Adult community.
Parking and Driveways	20 feet from property line to front of garage. 2 spaces per unit in a garage, plus one guest parking space on the street within close proximity to the unit served.	All Lot Types: 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).	All Lot Types: 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).
Driveway Width	Minimum 10 feet	Lot Type A: Driveway width not to exceed 45% of lot frontage. Lot Type B and C: Driveway width not to exceed 40% of lot frontage.	Lot Type A: Driveway width not to exceed 45% of lot frontage. Lot Type B and C: Driveway width not to exceed 40% of lot frontage.
Landscape Requirements		The landscaped setbacks from arterial streets (Hillcrest Avenue) shall be as shown on the project's Vesting Tentative Map 9501 dated December 13, 2019.	The landscaped setbacks from arterial streets (Hillcrest Avenue) shall be as shown on the project's Vesting Tentative Map 9501 dated December 13, 2019.
Private Pool Club and Park		A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project.	A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project. If developed as an Active Adult Community, park spaces and programming may be adjusted to reflect the Active Adult programming. In no case shall this

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
			adjustment result in less park acreage in the gated community.
Model Home Complexes		One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.	One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.
RV Parking	For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet.	RV Parking and storage shall be prohibited onsite. This exclusion shall be included in the community's CC&R's.	RV Parking and storage shall be prohibited onsite. This exclusion shall be included in the community's CC&R's.
Private Curbs		Creekside/VSC Private Streets shall have the option of providing a beveled-curb as provided for in the City of Antioch Code.	Creekside/VSC Private Streets shall have the option of providing a beveled-curb as provided for in the City of Antioch Code.

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 23rd day of March, 2021, and passed and adopted at a regular meeting thereof, held on the 13th day of April, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor of the City of Antioch

ATTEST:

_____
City Clerk of the City of Antioch

EXHIBIT A

REZONE LEGAL DESCRIPTION

LEGAL DESCRIPTION

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

BEING ALL OF PARCEL (B) OF THAT CERTAIN TRUST TRANSFER DEED RECORDED MAY 26, 2004, IN DOCUMENT NO. 2004-0199652 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

(A) THAT PARCEL OF LAND DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED DECEMBER 12, 1991 IN BOOK 17077 OR 436.

(B) THAT PARCEL OF LAND DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED JANUARY 9, 2009 IN INSTRUMENT NO. 2009-3639, OFFICIAL RECORDS.

(C) BEGINNING AT THE NORTHEASTERN CORNER OF SAID SOUTHEAST QUARTER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF SAID SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 14°36'23" EAST 281.45 FEET;

THENCE, SOUTH 61°13'41" EAST 51.04 FEET;

THENCE, NORTH 57°49'21" EAST 516.24 FEET;

THENCE, SOUTH 89°22'08" EAST 324.45 FEET;

THENCE, SOUTH 59°24'33" EAST 788.29 FEET TO A POINT ON THE EASTERN LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID EASTERN LINE, NORTH 00°55'42" EAST 409.59 FEET TO SAID POINT OF BEGINNING.

TOGETHER THEREWITH, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING A PORTION OF PARCEL C, AS SAID PARCEL C IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 5, 2002, IN INSTRUMENT NO. 2002-0312734 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL C, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE OF PARCEL C, NORTH 14°36'23" WEST 100.92 FEET;

THENCE, NORTH 58°51'12" WEST 887.40 FEET;

THENCE, NORTH 89°23'27" WEST 91.74 FEET;

THENCE, SOUTH 75°29'23" WEST 158.77 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL C;

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°58'52" WEST 506.47 FEET TO THE SOUTHWESTERN CORNER OF SAID PARCEL C;

THENCE, FROM SAID SOUTHWESTERN CORNER, ALONG SAID SOUTHERN LINE OF PARCEL C, SOUTH 89°22'08" EAST 1,039.10 FEET TO SAID POINT OF BEGINNING.

EXCEPTING FROM A PORTION OF THE LAND:

AN UNDIVIDED ONE-HALF (1/2) RIGHT, TITLE AND INTEREST AND ESTATE IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, AS RESERVED IN THE DEED FROM LOUIS D. HEIDORN, ET AL, RECORDED MARCH 12, 1946, BOOK 889, PAGE 43, OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF THE LAND:

ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBONS AND MINERALS, AS GRANTED IN THE DEEDS TO LOUIS E. GINOCHIO, ET AL, IN THE DEEDS RECORDED DECEMBER 24, 1964, BOOK 4770, PAGES 815, 818, 821, 824, 836, 839 AND 842, OFFICIAL RECORDS.

EXCEPTING FROM THE REMAINING PORTION OF THE LAND:

ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBONS AND MINERALS, AS GRANTED IN THE DEEDS TO LOUIS E. GINOCHIO, ET AL, IN THE DEEDS RECORDED DECEMBER 24, 1964, BOOK 4770, PAGES 803, 806, 809, 812, 827, 830 AND 833, OFFICIAL RECORDS.

ALSO EXCEPTING FROM THE REMAINING PORTION OF THE LAND:

ALL RIGHTS RESERVED IN THE DEED FROM LOUIS E. GINOCHIO AND MARY BARTOLOMEI, AS THE DULY APPOINTED AND ACTING EXECUTORS UNDER WILL OF JOHN R. GINOCHIO JR., ALSO KNOWN AS JOHN GINOCHIO, JR., ALSO KNOWN AS JOHN GINOCHIO, JR., ALSO KNOWN AS JOHN R. GINOCHIO, DECEASED, RECORDED SEPTEMBER 15, 1989, BOOK 15347, PAGE 727, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

ITS UNDIVIDED INTEREST IN ANY AND ALL OIL, GAS ANDS MINERALS OF WHATSOEVER KIND OR NATURE SITUATE THEREIN, NOW OR HEREAFTER DISCOVERED, AND THE RIGHTS TO EXPLORE FOR, DRILL AND PRODUCE ALL OR ANY THEREOF, AND THE RIGHT TO GRANT LEASES FOR THE EXPLORATION AND PRODUCTION THEREOF.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A PW 443-03-14 LOT LINE ADJUSTMENT RECORDED SEPTEMBER 5, 2014 AS INSTRUMENT NO. 2014-0150641 OF OFFICIAL RECORDS.

APN: 057-050-024-9

ATTACHMENT D

CITY COUNCIL
RESOLUTION NO. 2021-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING OF THE VESTING TENTATIVE SUBDIVISION MAP, DESIGN REVIEW, AND RESOURCE MANAGEMENT PLAN FOR THE CREEKSIDE/VINEYARDS AT SAND CREEK PROJECT

WHEREAS, the City of Antioch ("City") received an application from GBN Partners, LLC ("Applicant") seeking City approval of the following: a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; Design Review; and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements, which is known as the Creekside/Vineyards at Sand Creek Project ("Project") (GP-19-06, PD-19-02);

WHEREAS, the project site consists of a 158.2-acre parcel located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch, California;

WHEREAS, the project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east and is identified by Assessor's Parcel Number (APN) 057-050-024. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

WHEREAS, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on February 17, 2021;

WHEREAS, the proposed Vesting Tentative Subdivision Map, Design Review, and Resource Management Plan were considered by the Planning Commission on February 17, 2021, and the Planning Commission recommended approval to the City Council;

WHEREAS, on March 23, 2021, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, the applicant has prepared Design Guidelines for the Project in order to customize the City of Antioch's Residential Design Guidelines specifically for the Project and to establish guidelines for future development within the Creekside/Vineyards at Sand Creek Project;

WHEREAS, the applicant has prepared a Resource Management Plan for the Project as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the "Framework for a Resource Management Plan for the Sand Creek Focus Area" contained in General Plan Appendix A. The Resource Management Plan incorporates the biological resources mitigation measures identified in the Final Environmental Impact Report; and

WHEREAS, the City Council duly gave notice of public hearing as required by law and on March 23, 2021, held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of a Vesting Tentative Subdivision Map:

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

2. That the subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Vesting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the Vesting Tentative Map as conditioned complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Vesting Tentative Subdivision Map (Exhibit A), Phasing Map (Exhibit B), Design Guidelines (Exhibit C), and Resource Management Plan (Exhibit D), subject to the following conditions of approval:

A. GENERAL CONDITIONS

1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions.

2. Concurrent with the first submittal of grading or improvement plans, the applicant shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.

3. This approval expires two years from the date of approval by the City Council (March 23, 2023), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.

4. The applicant shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, applicant shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.

5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.

6. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.

7. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.

8. All required easements or rights-of-way for improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.

9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map or subsequent separate document as approved by City Engineer.

B. VESTING TENTATIVE MAP CONDITIONS

1. The Vesting Tentative Map approval is subject to the timelines established in the State of California Subdivision Map Act.

2. Approval is based upon substantial conformance with the Vesting Tentative Map dated December 13, 2019.

3. Approval of this Vesting Tentative map shall not constitute the approval of any improvements shown on the Vesting Tentative map and shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

C. DISTRICTS AND ANNEXATION

1. Prior to filing of a final map for recording, the applicant shall annex into CFD 2018-02 (Police Protection).

2. The property shall annex into CFD 2018-01 (Public Services) and accept a level of annual assessments enough to maintain public facilities in the vicinity of the project area at no cost to the City. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.

3. The applicant shall agree to participate and/or assist in the formation of a Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

D. HOMEOWNERS ASSOCATION AND CC&RS

1. The applicant shall establish a Homeowners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining:

   - All front yard landscaping.
   - All HOA owned parcels unless maintained by another HOA (Parcels 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I' ,'J', 'K', 'L', 'M', 'N', 'O' and 'P').
   - Storm drain facilities (pipes, structures and Parcel 'D' basin)
   - Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'.

- The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), storm drain facilities, street lighting, and all other HOA facilities and amenities not maintained by the HOA to an acceptable City level.

2. Subject to approval by the state, the Codes, Covenants and Restrictions (CC&Rs) for the subdivision shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, street lights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and the City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:

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

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

3. The property shall annex into or establish and participate in a Lighting and Landscape District (LLD) and accept a level of annual assessments enough to maintain:

   a. The streetlights along frontage of public streets.
   b. Landscaping along frontage of public streets.

E. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code and is restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.

2. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.

3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with a contact number of the applicant, City staff, and the air quality control board.

4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. SITE AND PROJECT DESIGN

1. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and approved by the City Engineer prior to the approval of the final map.

2. All proposed improvements shall be constructed to City standards or as approved by the City Engineer.

3. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), as approved by the City Engineer.

4. All driveways shall be perpendicular or radial to the street centerline, or as approved by the City Engineer.

5. Maximum driveway slope shall be 12% or as approved by the City Engineer.

6. All driveways shall be a minimum of five feet (5') from the curb return.

7. All public road right-of-way shall be located ten feet (10') behind the face-of-curb.

8. Curb ramps shall meet the latest version of Caltrans ramps.

9. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:

    - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).
    - Adjacent to vertical curb, 4.5 feet excluding curb.

10. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer.

11. A minimum of twenty feet (20') tangent shall extend beyond the return at intersections at public streets, or as approved by the City Engineer.

12. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a distance of 20 feet, or as approved by the City Engineer.

13. Rear and side yard fencing shall be provided for all units. All fences shall be located at the top of slope, or as approved by the City Engineer.

14. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.

15. The proposed street names listed below shall be approved by Planning Commission prior to recordation of the first final map. Changes to street names shall require Planning Commission review and approval.

    - Hillcrest Avenue (Existing).
    - Streets 'A', 'B', 'C', 'D', 'E', 'F', 'G' 'H' and 'I'.
    - Court 'A'.

16. The applicant shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.

17. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.

18. One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map dated December 13, 2019, or as approved by the City Engineer.

19. Cul-de-sac parking shall be provided as required by the City Engineer.

20. All fencing adjacent to open space (trails and basins) shall be wrought iron or other material as approved by the City Engineer. All fences shall be located at the top of slope, or as approved by the City Engineer

21. All two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions or as approved by the Community Development Director.

22. The applicant and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

G. UTILITIES

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.

2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, except the existing PG&E towers or as approved by the City Engineer.

3. All sewage shall flow by gravity to the intersecting street sewer main.

4. Sewer main system shall be designed to drain northerly on Hilcrest Avenue and connect to the existing or proposed future 15" sanitary sewer main at Heidorn Ranch Road through 'B' Street or as approved by the City Engineer.

5. Sewer system for interior private streets shall all be 8" unless approved by City Engineer otherwise.

6. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, be constructed of Portland Concrete Cement or as approved by the City Engineer.

7. Prior to the recordation of the first final map, the applicant shall submit hydrology and hydraulic analyses with a storm water control plan to Contra Costa County Flood Control District and the City of Antioch for review and approval and pay all related drainage fees at no cost to the City as directed by the City Engineer.

8. The main storm drain system shall flow generally in a northeasterly direction into a detention basin system and eventually flow into Sand Creek through a proposed 60" storm drain outfall subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.

9. The secondary storm drain system along Hillcrest Avenue shall flow generally in a northerly direction into a 48" storm drain and proposed clean water outfall system and eventually flow into Sand Creek subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.

10. The detention basin and associated improvements shall be constructed prior to issuance of first building permit for residential structures.

11. The applicant shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.

12. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, developer shall be responsible for installing any water mains to create a looped system at no cost to the City.

13. No utility system lines and crossings shall run in between two lots.

14. The houses shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.

15. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution Utility features, Collection Utility features, Storm Water Utility features, and inverts associated with these features. Developer is to also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the North American 1983 Coordinate System.

H. LANDSCAPING

1. Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed, at no cost to the City.

2. The type and location of trees shall be as outlined in the project's Design Guidelines (Exhibit C).

3. Prior to issuance of residential building permits, developer shall submit typical front yard landscape plan(s) to demonstrate compliance with water conserving landscape requirements. Developer shall submit a landscape plan for each residential lot that City shall review for compliance with typical landscape plan(s) and approve prior to issuance of building permit.

4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.

I. FIRE REQUIREMENTS

1. The applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District:

   a. Fire access roadways of less than 28-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted, or curbs painted red with the words NO PARKING – FIRE LANE clearly marked, per 22500.1 CVC unless approved by the Fire Department and the City Engineer.

   b. The cul-de-sacs or turnarounds shall have an outside turning radius of a minimum of a 45' or as approved by the City Engineer. Should the sidewalk be included in the turning radius, it shall be clear of streetlights, fire hydrants and other obstructions.

   c. The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 1750 GPM. Required flow shall be delivered from not more than one hydrant flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (508.1), (B105) CFC

   d. The applicant shall provide hydrants of the East Bay type, which shall be maintained by the City. Approximate hydrant locations will be determined by the Fire District and approved by the City Engineer.

e. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel roads are not considered all-weather roadways for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum subbase materials and capable of supporting the designated gross vehicle weight specified above.

f. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ½-inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC

g. Plan review and inspection fees shall be submitted at the time of plan review submittal. Checks may be made payable to Contra Costa County Fire Protection District (CCCFPD).

h. All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit a minimum of two (2) sets of plans for each model home to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CFC.

i. The developer shall submit a computer-aided design (CAD) digital file copy of the site plan to the Fire District upon final approval of the site improvements plans or subdivision map. CAD file shall be saved in the latest AutoCAD.DXF file format. (501) CFC

j. Submit plans to: Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.

k. A Community Facilities District (CFD) for fire protection is required for the Fire District to support this project. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

J. FEES

1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.

2. The applicant shall pay all pass-through fees. Fees include but are not limited to:

a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s).
d. Contra Costa County Flood Control District Drainage Area fee.
e. School Impact Fees.
f. Delta Diablo Sanitation Sewer Fees.
g. Contra Costa Water District Fees.

K. MODEL HOMES

1. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.

2. The model home complex parking lot location and design shall be subject to the City Engineer's approval.

3. The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

L. GRADING

1. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.

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

3. A grading permit shall be pulled prior to any grading operations.

4. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.

5. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.

6. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.

7. The swales adjacent to the house structure shall have a minimum of a two percent (2%) slope or as directed by the City Engineer.

8. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The applicant shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.

9. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.

10. The grading plan for this development shall be approved by the City Engineer.

11. All elevations shown on the plans shall be on NAVD 88 as approved by the City Engineer.

12. Retaining or sound walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.

13. All retaining and sound walls shall be of masonry construction.

14. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.

15. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1 and shall be accommodated entirely on the lower lot or as approved by the City Engineer.

16. The minimum concrete gutter flow slope shall be 0.75%.

17. All property lines shall be located at the top of slope.

M. CONSERVATION/NPDES

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

2. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretional Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.

3. Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.

4. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:

    a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.

b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.

d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.

e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.

f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Division for review and approval.

g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.

h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved

construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Always implement Best Management Practices (BMP's).

j. Install on all catch basins "No Dumping, Drains to River" decal buttons.

k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.

l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.

m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.

n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.

o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.

5. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

N. FINAL SUBDIVISION MAP REQUIREMENTS

1. The Final Subdivision Map submittal per each individual phase, excluding the initial large lot Parcel Map intended for the subdivision of parcels for phasing, shall include all the required information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code, including, but not limited to:

    a. Improvement security in one of the following forms:

        i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.
        ii. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.
        iii. An irrevocable letter of credit in form acceptable to the City Attorney issued by a financial institution acceptable to the City Attorney in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, no part thereof to be released until such time as specified by state law.

    b. An original, signed subdivision agreement, to be executed by the subdivider or his agent, guaranteeing the completion of the construction of the improvements required by the governing body within a specified time and payment therefore, satisfactory to the City Attorney as to legality and satisfactory to the City Engineer as to amount.

    c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes then a lien but not yet payable, as required by the Subdivision Map Act.

d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction; payment for the street signs to be furnished and installed by the city, if required by the subdivider; a cash deposit for the payment of such fire hydrant rental fees as may be established by the respective fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.

e. Deeds for the easements or rights-of-way for road purposes map.

f. Written evidence acceptable to the city, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.

g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads rights-of-way, consenting to the dedication of roads or consenting to the joint use of the rights-of-way as may be required by the city for the purpose use and convenience of the roads.

h. A surety bond acceptable to the city, guaranteeing the payment of the taxes and assessments which will be a lien on the property, as set forth in the Subdivision Map Act, when applicable.

i. Payment of map maintenance fee.

j. Payment of the assessment district apportionment fee, if applicable.

k. Consent and election form for annexation into Police Services Fee CFD.

l. Evidence of payment of Contra Costa County Flood Control District fees.

m. A preliminary soil report, prepared by a civil engineer who is registered by the state, based upon adequate test borings or excavations of every subdivision, as defined in Cal. Gov't Code §§ 66490 and 66491. The preliminary soil report may be waived if the City Engineer shall determine that, due to the knowledge of such department as to the soil qualities of the subdivision, no preliminary analysis is necessary.

2. Concurrent with submittal of the first Final Subdivision Map, the applicant shall submit a consent and election form for annexation into all required districts, including Community Facilities District and Lighting and Landscape District.

3. All easements of record that are no longer required and affect individual lots or parcels within this project site shall be removed prior to or concurrently with the recordation of the Final Subdivision Map.

O. MITIGATION MONITORING AND REPORTING PROGRAM

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

P. PROJECT SPECIFIC CONDITIONS

1. All private streets shall be HOA maintained.

2. All private streets shall have sidewalks on both sides to the satisfaction of the City Engineer.

3. Right-of-way shall be acquired from Pacific Gas & Electric (PG&E) for the construction and dedication of Hillcrest Avenue to the City at no cost to the City.

4. Roadways may be configured for storm water treatment directed towards center medians, designs shall be as approved by City Engineer.

5. A four (4)-lane Hillcrest Avenue bridge over Sand Creek shall have a width of 92’ edge to edge or as approved by the City Engineer.

6. Hillcrest Ave shall have a right-of-way width of 112’ and designed with a minimum traffic index (TI) of 8 and a minimum pavement thickness of 6” AC over 16” Class II AB.
    - The Creekside Project shall dedicate the entire 112’ right-of-way width for Hillcrest Avenue.
    - The Creekside Project shall build Interim Hillcrest Avenue, which shall include full frontage improvements on the east and west side including curb, gutter, 6’ sidewalk, and landscaping.
    - Construction of northbound and southbound #2 travel lanes shall include bike lanes, interim 40’-wide concrete median curb, center median LED streetlights, and center median landscaping.
    - Ultimate Hillcrest Avenue in a four (4) lane configuration including ultimate median islands shall be the responsibility of future development.

- Medians and shoulders shall be landscaped to the satisfaction of the City Engineer.

7. Slope on westerly frontage of Hillcrest Avenue shall be 3:1 maximum.

8. An emergency vehicle access shall be provided and design shall be satisfactory to Contra Costa County Fire Protection District and as approved by the City Engineer.

9. Curb ramps shall be installed per current ADA standards on the corners of the intersections for the following locations:

    - 'I" Street and Hillcrest Avenue

10. 'I' street shall be a public street and have a full right-of-way width of 60'.

11. A reimbursement agreement shall be conditioned onto future development of adjacent properties (APNs 057-050-021 & 057-042-006) in order to provide reimbursement for the fair share of design and construction costs of 'I' street and oversized utilities. Total costs shall be submitted to the City after completion of construction and fair share amounts shall be determined and approved by the City Engineer.

12. Minimum pavement thickness and design for this development shall be as follows:

    - Public Streets ('I' Street): width of 60', TI = 6, and 4" AC over 12" CL II AB.
    - Private Streets (Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'): widths may vary subject to the approval of the City Engineer, TI = 6, 4" and AC over 12" CL II AB.

13. Trail system pathways shall be a minimum width of 10' feet with concrete or asphalt concrete.

14. 6' masonry sound wall shall be installed on the backs of all residential lots and sides of corner lots along the frontage of Hillcrest Avenue. Decorative stone veneer pilasters shall be located at regular intervals of between 8 and 25 feet, to the satisfaction of the Community Development Department staff. Pilasters may be located further than 25 feet apart provided additional vertical design enhancements are vertical design enhancements are

provided and reviewed and approved by the Planning Commission as part of the Design Review process.

15. Fencing around stormwater detention basin, Parcel 'D' shall be wrought iron fencing or as approved by the City Engineer.

16. Project shall comply with all recommendations from the Traffic Impact Analysis (TIA) and Environmental Impact Report (EIR).

- A new traffic signal to be installed at the intersection of 'B' Street and Hillcrest Avenue (Main entry to the development).
- Sand Creek Road/Hillcrest Avenue traffic signal to be modified.
- Any other traffic related modifications, lane widening, turn lanes as identified in the Traffic Impact Analysis (TIA), including payment of regional fees.
- All costs shall be borne by the developer.

17. All park and picnic equipment and materials are to follow current City standards or as approved by the City Engineer.

18. No in-between lot openings shall be allowed for ingress/egress or utility crossings.

19. As recommended by the Parks and Recreation Commission, the following conditions shall apply:

a. The Creekside Vineyards at Sand Creek project shall meet its park land dedication requirements through the payment of park-in-lieu fees in the amount of $330,000;

b. The "private park" shall meet all the City's Park Design Standards current at the time of the park's construction; and

c. The City will consider a park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "local park basic elements" and meeting the qualification criteria per Code Section 9-4.1010(C) and (D)(6).

20. The project shall be built in conformance with the Design Guidelines (Exhibit C) unless modified by conditions of approval. Any deviation from or modification to the Design Guidelines shall be approved by the Planning Commission.

Q. PHASING CONDITIONS

1. Prior to development of any phase of the subdivision, the applicant shall secure a use permit and design review approval from the Planning Commission for that phase.

2. The order and phasing boundaries of project construction shall conform to the proposed Phasing Plan, dated December 10, 2019, Exhibit A to this resolution. Proposed changes to the Phasing Plan shall be submitted to the City prior to or in conjunction with the use permit application required for the affected phase(s). Changes in the Phasing Plan are subject to approval by the Zoning Administrator or the Planning Commission. Use permit applications are subject to approval by the Planning Commission.

3. **Phase One:**

   Prior to the issuance of the 1st building permit within Phase One, the following improvements shall be completed to the satisfaction of the City Engineer:

   a. Hillcrest Avenue from the intersection at Sand Creek Road south to 'B' Street, including the bridge over Sand Creek.

   b. Interim Hillcrest Avenue shall be constructed with east and west side curb, gutter, sidewalk and landscaping including Parcel H, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide landscaped median with concrete median curbs, median LED streetlights, and all utilities from the bridge over Sand Creek to the south curb returns of 'B' Street. The transition from the bridge section shall be as approved by the City Engineer. Improvements shall include conduits and pull boxes for the portion of a traffic signal at Hillcrest Avenue and 'B' Street located within the improvement limits, all as approved by the City Engineer.

   c. 'B' Street (Neighborhood Entry): 'B' Street shall be fully constructed from Hillcrest Avenue to the Community Site including lighting and median and right of way landscaping.

   d. Parcel B (Community Site): The community park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

e. Parcel C (Park): The park and trail design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

f. Parcel G (Park): The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

g. Parcel D (Detention Basin): Parcel 'D' shall be fully constructed.

Prior to the issuance of the 75th building permit and the 30th Certificate of Occupancy, the following improvements shall be completed to the satisfaction of the City Engineer:

h. Heidorn Ranch Road EVA Connection as required by CCCFPD.

i. Parcel B (Community Site): Park shall be fully constructed.

j. Parcel C (Park): Park shall be fully constructed.

k. Parcel G (Park): Park shall be fully constructed.

4. **Phase Two**:

Prior to the issuance of the 1st building permit for a lot within Phase Two, the following shall be completed to the satisfaction of the City Engineer:

a. Hillcrest Avenue/'B' Street Traffic Signal: The applicant shall fully construct a traffic signal at the intersection of Hillcrest Avenue and 'B' Street. Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for traffic signal design and construction.

b. Remaining portion of interim Hillcrest Avenue through to 'G' Street shall be fully constructed with east side and west curb, gutter, sidewalk and landscaping including Parcel I, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide landscaped median with concrete median curbs, median LED streetlights, and all utilities, including interconnect conduit and pull boxes. Improvements shall include conduits and pull as approved by the City Engineer.

5. **Phase Three**:

Prior to the issuance of the 1st building permit for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer:

a. 'I' Street: 'I' Street shall be fully constructed from Hillcrest Avenue westerly to the Phase boundary, including lighting. The easterly connection to Hillcrest Avenue will be in an interim manner, as approved by the City Engineer.

b. Parcel O (Detention Basin): Parcel 'O' shall be fully constructed.

c. Parcel J (Park): The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

Prior to the issuance of the 10th Certificate of Occupancy for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer:

d. Parcel J (Park): Park shall be fully constructed.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 23rd day of March, 2021, by the following vote:

AYES:

NOES:

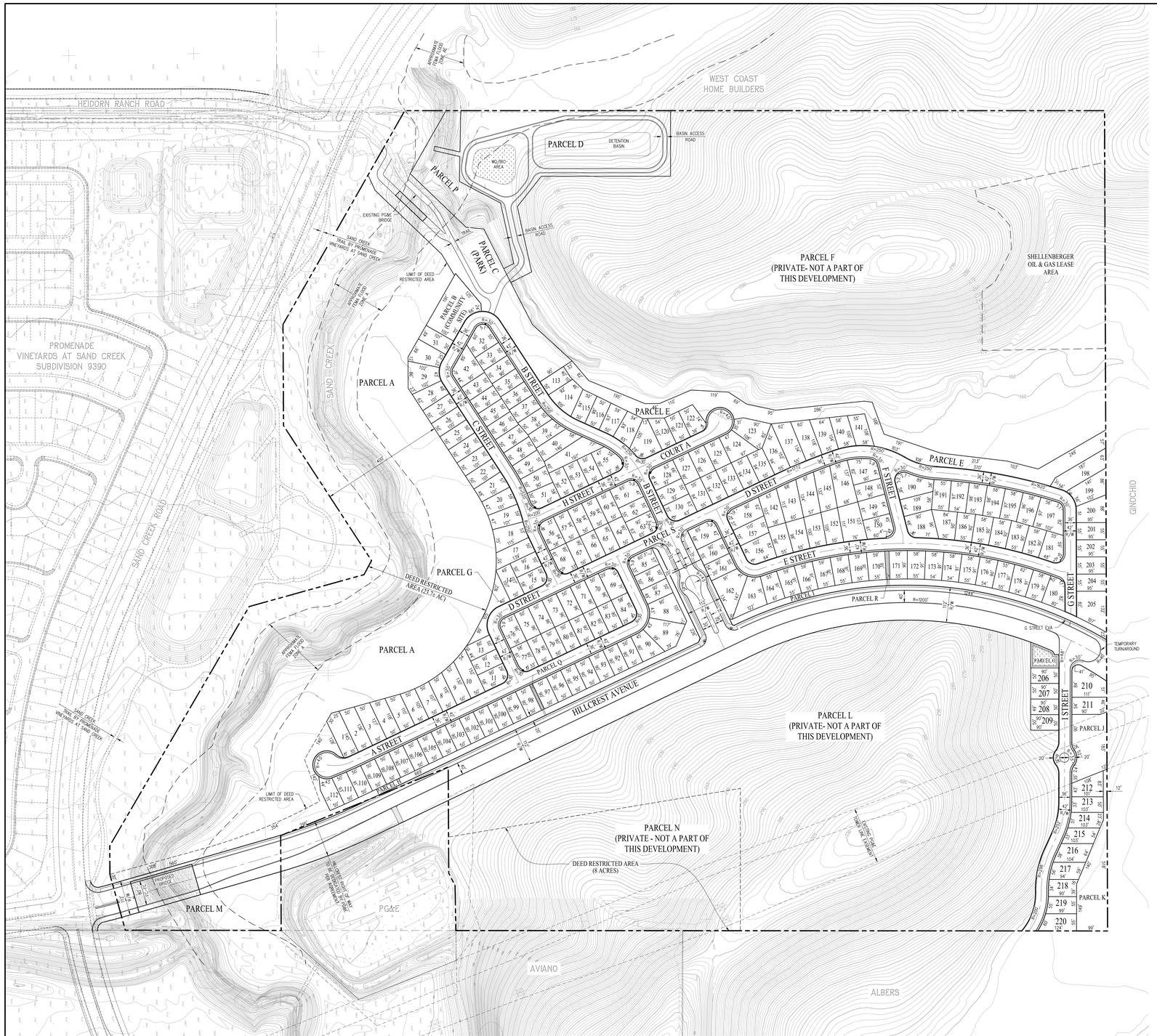
ABSENT:

_____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

VESTING TENTATIVE SUBDIVISION MAP



GENERAL NOTES

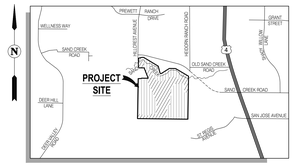
1. PROPERTY OWNERS: PETER EUGENE GINOCHIO, ET AL
2. APPLICANT/DEVELOPER: GBN PARTNERS, LLC
   3820 BLACKHAWK ROAD
   DANVILLE, CA 94506
   PHONE: (925) 736-1571
   LISA BORBA
3. ENGINEER: CARLSON, BARBEE, & GIBSON, INC.
   2633 CAMINO RAMON, SUITE 350
   SAN RAMON, CA 94583
   PHONE: (925) 866-0322
   ANDREA BELLANCA P.E., RCE 61806
4. USE: EXISTING: AGRICULTURAL
   PROPOSED: SINGLE FAMILY DETACHED RESIDENTIAL
5. GENERAL PLAN: EXISTING: SAND CREEK FOCUS AREA WITH SUBDESIGNATIONS OF "OPENSPACE/SENIOR HOUSING"
   PROPOSED: SAND CREEK FOCUS AREA WITH SUBDESIGNATIONS OF "MEDIUM LOW DENSITY RESIDENTIAL" AND "OPEN SPACE"
6. ZONING: EXISTING: STUDY AREA
   PROPOSED: PLANNED DEVELOPMENT (PD)
7. LAND AREA SUMMARY:

RESIDENTIAL LOT AREA	28.0±	ACRES
PRIVATE PARK	3.9±	ACRES
PRIVATE OPEN SPACE	6.1±	ACRES
PRIVATE LANDS (PARCEL A, P, F, N, L)	99.3±	ACRES
PUBLIC STREET (HILLCREST AVENUE)	7.8±	ACRES
PRIVATE STREET	9.1±	ACRES
WATER QUALITY/DETENTION BASIN	4.0±	ACRES
TOTAL PROPERTY AREA	158.2±	ACRES
ADDITIONAL AREA OUTSIDE OF PROPERTY BOUNDARY	1.6±	ACRES
TOTAL DEVELOPED AREA	59.3±	ACRES

8. TOTAL NO. OF EX LOTS: 1
9. TOTAL NO. OF PR. LOTS: 220
   MIN LOT SIZE: 4,500± SF
   AVG LOT SIZE: 5,473± SF

GENERAL NOTES (CONT'D)

10. LOT MIX MAY BE "MARKET RATE" AND/OR "ACTIVE ADULT". ACTIVE ADULT MAY INCLUDE DUETS.
11. MAXIMUM LOT COVERAGE FOR MEDIUM LOW DENSITY RESIDENTIAL IS 60% FOR SINGLE STORY; 54% FOR TWO-STORY.
12. RESIDENTIAL LOT BREAKDOWN:
    134 LOTS (50' x 90' MIN) (NORTH OF B STREET)
    86 LOTS (55 x 90' MIN) (SOUTH OF B STREET)
    220 RESIDENTIAL LOTS TOTAL
13. DENSITY: 220 DWELLING UNITS/158.2 ACRES = 1.4 DWELLING UNITS/AC (GROSS)
    220 DWELLING UNITS/58.6 ACRES = 3.7 DWELLING UNITS/AC (NET)
14. APN: 057-050-024
15. CONTOUR INTERVALS: EXISTING – 2 FOOT
    PROPOSED – 2 FOOT
16. PROPOSED GRADING AS SHOWN IS PRELIMINARY. FINAL GRADING IS SUBJECT TO FINAL DESIGN.
17. ALL GRADING WILL BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER AND REPORT REGARDING THIS PROJECT NO. 4894.002.001
18. MAXIMUM CUT OR FILL SLOPE IS 2:1.
19. ALL TREES AND FENCES WITHIN DEVELOPED AREA TO BE REMOVED, UNLESS NOTED OTHERWISE.
20. ALL EXISTING STRUCTURES TO BE REMOVED, UNLESS NOTED OTHERWISE.
21. BOUNDARY IS PER RECORD INFORMATION.
22. PROPOSED DEVELOPED AREA IS NOT SUBJECT TO INUNDATION.
23. ALL INTERIOR STREETS ARE PRIVATE TO BE MAINTAINED BY HOA WITH UTILITY EASEMENTS DEDICATED TO THE CITY OF ANTIOCH.
24. HILLCREST AVENUE SHALL BE A PUBLIC ROADWAY DEDICATED TO THE CITY OF ANTIOCH.
25. MULTIPLE FINAL MAPS MAY FILED ON THE LANDS SHOWN ON THIS MAP. A MASTER FINAL MAP MAY BE FILED TO CREATE SELLABLE PARCELS.



VICINITY MAP

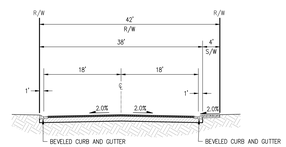
NOT TO SCALE

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN

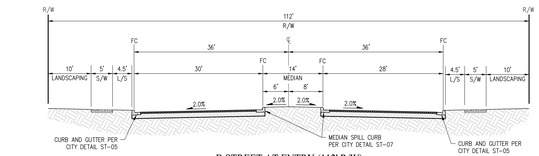
PARCEL SUMMARY

PARCEL	LAND USE	ACREAGE	OWNER
PARCEL A	PRIVATE LANDS (DEED RESTRICTED AREA)	23.7 AC	HOA
PARCEL B	PRIVATE PARK	0.42 AC	HOA
PARCEL C	PRIVATE PARK	2.84 AC	HOA
PARCEL D	WATER QUALITY/DETENSION BASIN/LANDSCAPING	3.90 AC	CITY
PARCEL E	OPEN SPACE	2.0 AC	HOA
PARCEL F	PRIVATE LANDS	39.3 AC	HOA
PARCEL G	PRIVATE PARK	0.17 AC	HOA
PARCEL H	LANDSCAPING	1.56 AC	HOA
PARCEL I	LANDSCAPING	0.57 AC	HOA
PARCEL J	PRIVATE PARK	0.49 AC	HOA
PARCEL K	OPEN SPACE	0.65 AC	HOA
PARCEL L	PRIVATE LANDS	27.08 AC	HOA
PARCEL M	OPEN SPACE	1.34 AC	HOA
PARCEL N	PRIVATE LANDS (DEED RESTRICTED AREA)	8.0 AC	HOA
PARCEL O	WATER QUALITY	0.13 AC	HOA
PARCEL P	PRIVATE LANDS	1.26 AC	HOA
PARCEL Q	PEDESTRIAN ACCESS	0.02 AC	HOA
PARCEL R	PEDESTRIAN ACCESS	0.03 AC	HOA
PARCEL S	PRIVATE STREET	9.10 AC	HOA



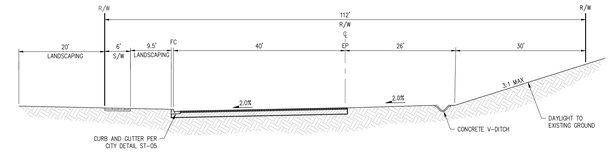
TYPICAL RESIDENTIAL STREET (42' R/W)

PRIVATE
NOT TO SCALE



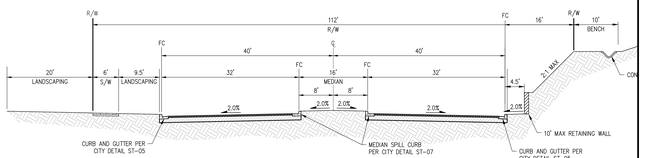
B STREET AT ENTRY (112' R/W)

PRIVATE
NOT TO SCALE



INTERIM HILLCREST AVENUE (112' R/W)

(LOOKING SOUTH)
PUBLIC
NOT TO SCALE



ULTIMATE HILLCREST AVENUE (112' R/W)

(LOOKING SOUTH)
PUBLIC
NOT TO SCALE



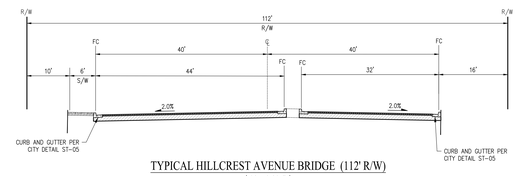
TYPICAL TRAIL SECTION

NOT TO SCALE



BASIN ACCESS ROAD

NOT TO SCALE



TYPICAL HILLCREST AVENUE BRIDGE (112' R/W)

(LOOKING SOUTH)
PUBLIC
NOT TO SCALE

SHEET INDEX

1 DIMENSION PLAN
2 LOT AREA PLAN
3 CONCEPTUAL GRADING PLAN
4 CONCEPTUAL UTILITY PLAN
5 PARKING PLAN
6 LARGE LOT FINAL MAP

VERTICAL DATUM: NAVD 88

VESTING TENTATIVE MAP AND DIMENSION PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK

SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100'

DATE: DECEMBER 13, 2019

JOB NO.: 974-51

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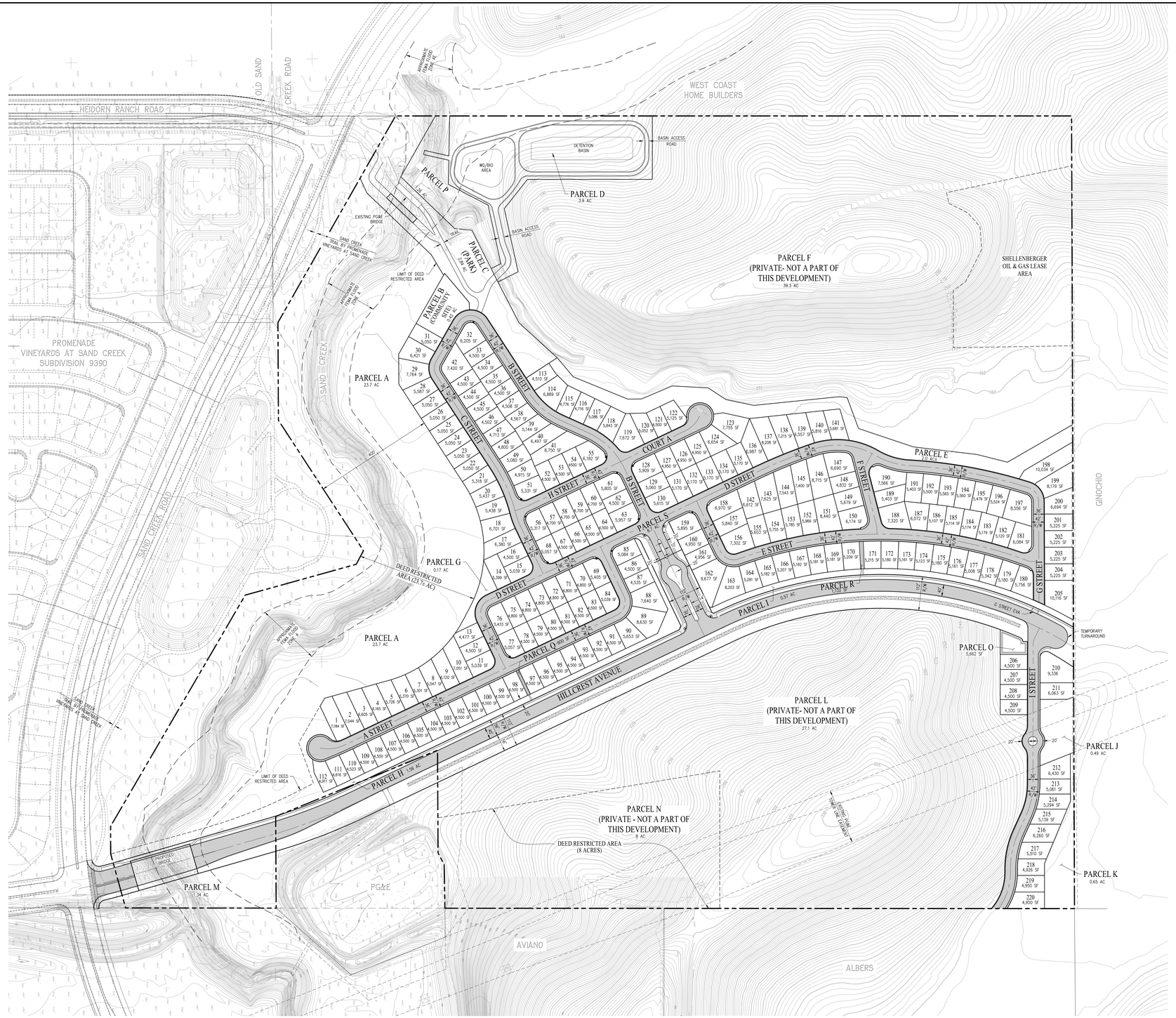

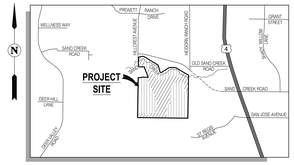

VICINITY MAP

NOT TO SCALE

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN

VESTING TENTATIVE MAP AND LOT AREA PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100'

DATE: DECEMBER 13, 2019

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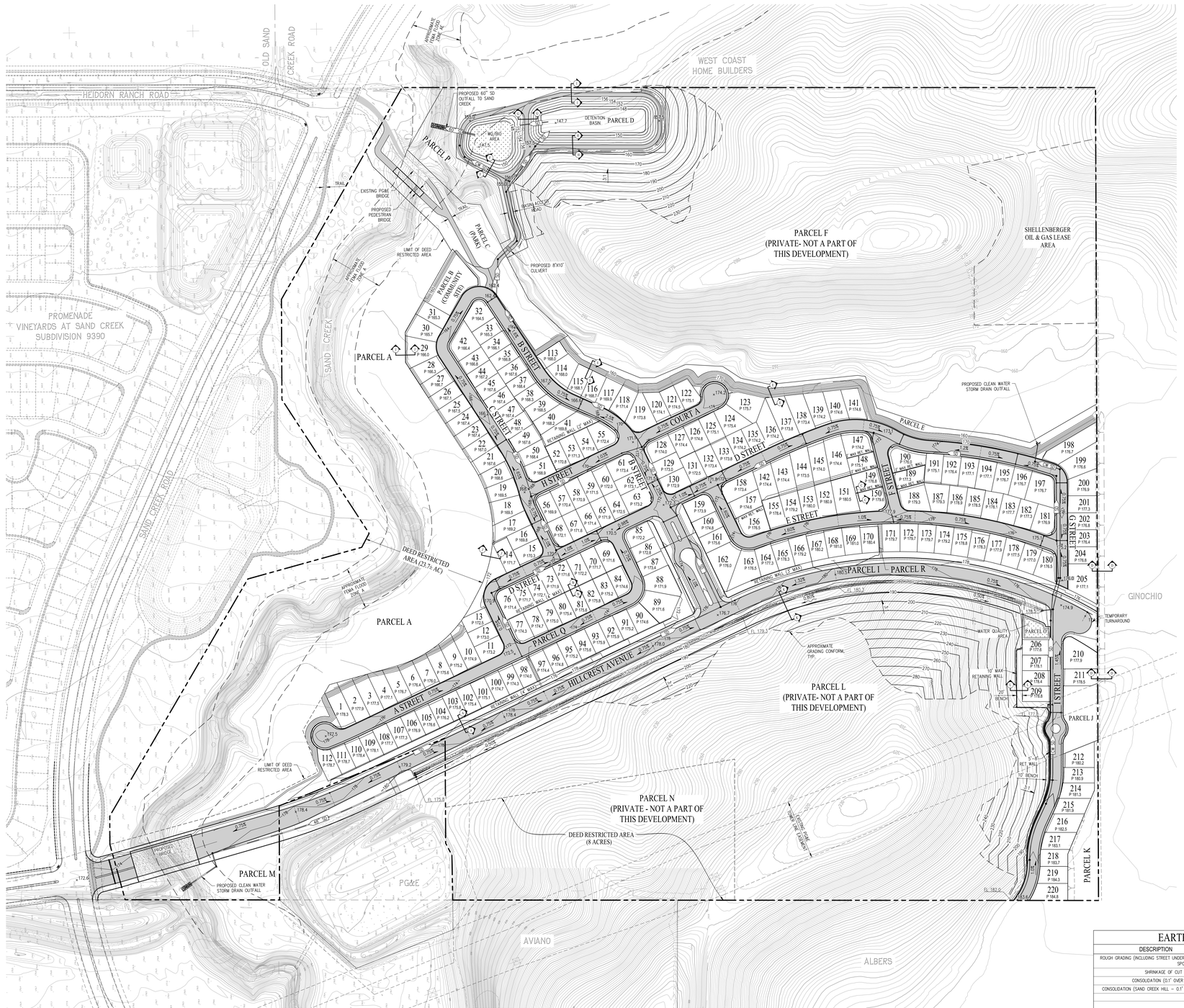



SECTION A-A
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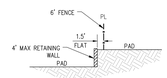

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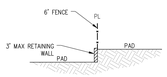

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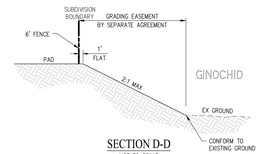

SECTION D-D
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SECTION F-F
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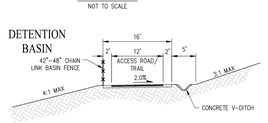

SECTION H-H
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SECTION J-J
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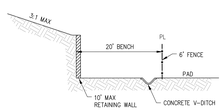

SECTION L-L
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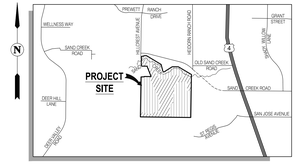
NOTE: PADS SET TO NOT BE GREATER THAN MAXIMUM DRIVEWAY SLOPE OF 12%

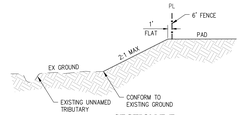
VERTICAL DATUM: NAVD 88



VICINITY MAP
NOT TO SCALE

LEGEND

EXISTING	PROPOSED	
		SUBDIVISION BOUNDARY
		RIGHT OF WAY
		LOT LINE
		CENTERLINE
		MEDIAN
		RETAINING WALL
		SLOPE
100	100	LOT NUMBER
P 155.1	P 155.1	PAD ELEVATION
		BIO-RETENTION AREA



SECTION E-E
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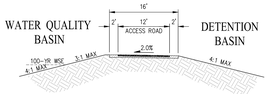

SECTION G-G
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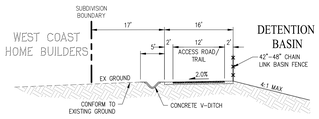
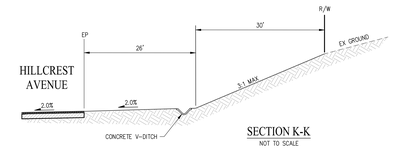


SECTION I-I
NOT TO SCALE



SECTION K-K
NOT TO SCALE

EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
ROUGH GRADING (INCLUDING STREET UNDERCUT FOR UTILITY SPOILS, ASSUME 6")	537,750	478,730
SHRINKAGE OF CUT MATERIALS (10%)	(53,775)	--
CONSOLIDATION (0.1' OVER SITE, 50.8 AC±)	(8,200)	
CONSOLIDATION (SAND CREEK HILL – 0.1' OVER 10.3 AC±)	(1,600)	
TOTAL	**474,175**	**478,730**
NET		4,555
HOUSE SPOILS (ABOUT 15 CY PER LOT, ASSUMED)	3,255	
BIORETENTION BASIN (ASSUME 2.5' SECTION)	1,300	
NET	0	

VESTING TENTATIVE MAP AND CONCEPTUAL GRADING PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: DECEMBER 13, 2019

JOB NO.: 974-51

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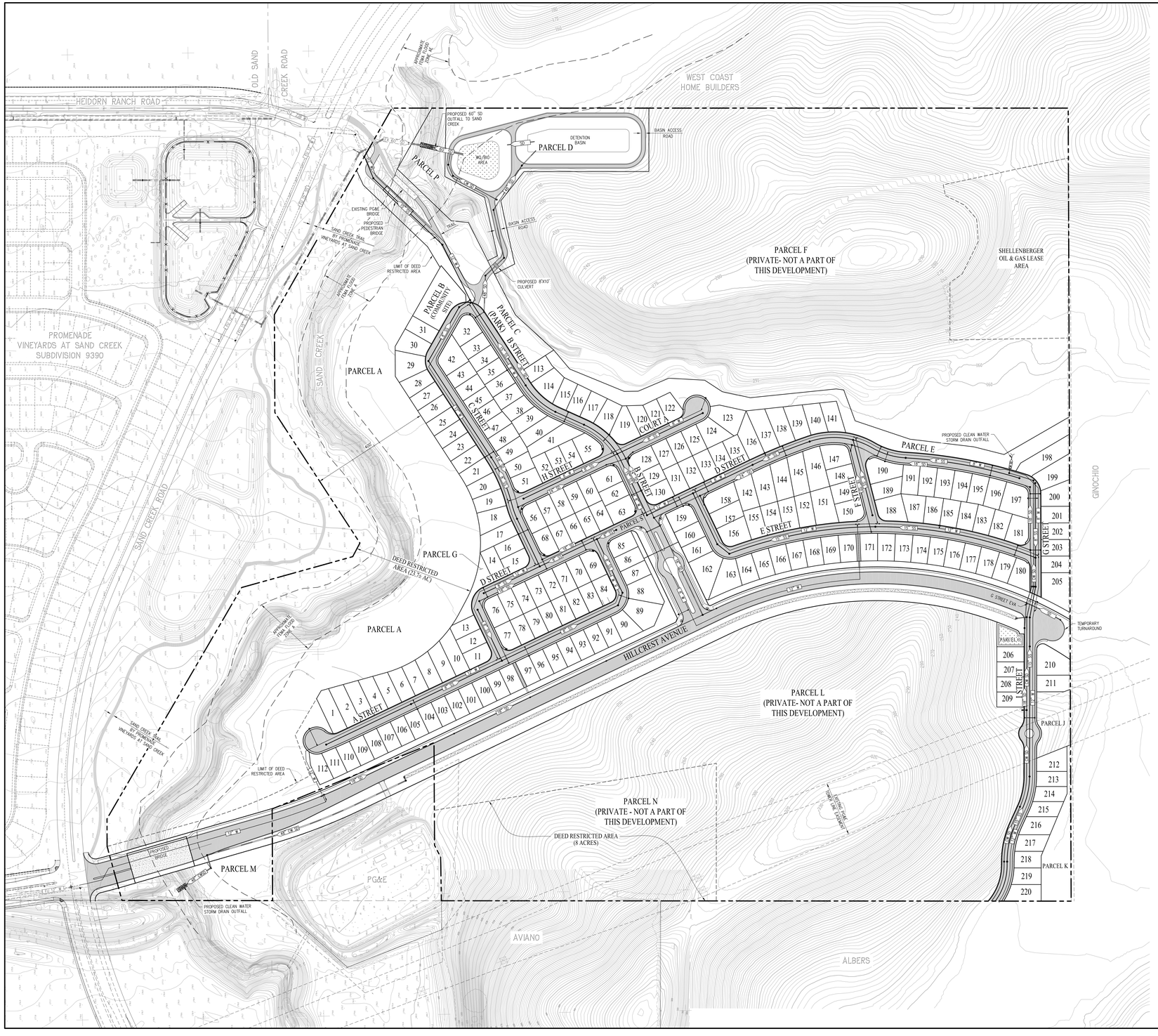

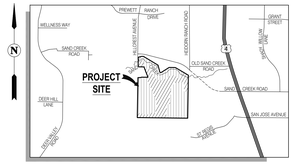

VICINITY MAP
NOT TO SCALE

LEGEND

EXISTING	PROPOSED	FUTURE	
	SD	SD	STORM DRAIN LINE
	CW SD		CLEAN WATER STORM DRAIN LINE
	SS	SS	SANITARY SEWER LINE
	W	W	WATER LINE
			GAS PIPE
			SANITARY SEWER MANHOLE
			STORM DRAIN MANHOLE
			CATCH BASIN
			FIELD INLET
			WATER VALVE
			AIR RELEASE VALVE
			FIRE HYDRANT
			BLOW OFF VALVE
100	100		LOT NUMBER
			BIO-RETENTION AREA

VESTING TENTATIVE MAP AND CONCEPTUAL UTILITY PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: DECEMBER 13, 2019
JOB NO.: 974-51

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SHEET NO. 4 OF 6 SHEETS

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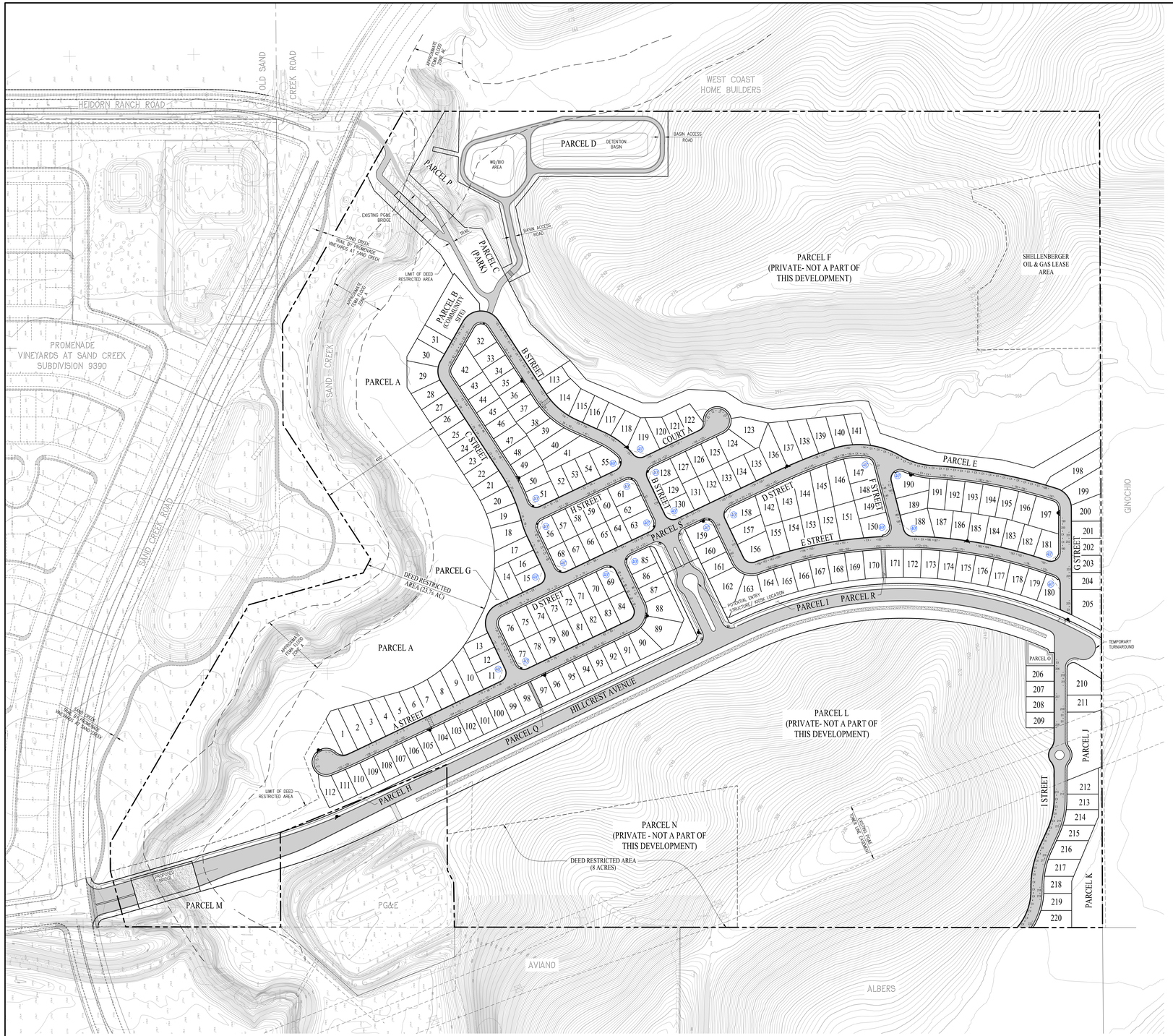
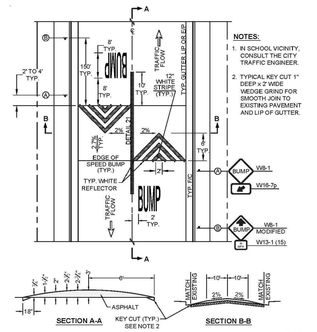
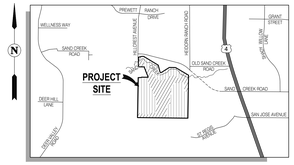




TYPICAL SPEED BUMP DETAIL
NOT TO SCALE

(Not To Scale)

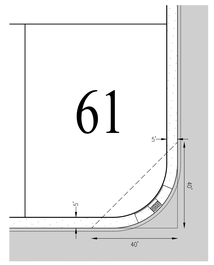


VICINITY MAP
NOT TO SCALE

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN
			FIRE HYDRANT
			40' SIGHT VISIBILITY TRIANGLE

NOTE:
SIGHT VISIBILITY TRIANGLE DOES NOT APPLY AT ELBOWS AND KNUCKLES



40' SIGHT TRIANGLE
SCALE 1" = 20'

PARKING TYPE	PARKING REQUIRED		PARKING PROVIDED	
	RATIO	NUMBER OF SPACES	RATIO	NUMBER OF SPACES
GARAGE (COVERED)	2 SPACES/DU	440 SPACES	2 SPACES/DU	440 SPACES
GUEST PARKING (ON-STREET)	1 SPACE/DU	220 SPACES	–	220 SPACES
ADDITIONAL ON-STREET PARKING	–	–	–	94 SPACES
TOTAL	–	660 SPACES	–	754 SPACES

GUEST PARKING (PARALLEL SPACES) DIMENSIONS

INTERIOR: 8' X 23'
END OF ROW: 8' X 20'

VESTING TENTATIVE MAP AND PARKING PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK
SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'
SCALE: 1" = 100'

DATE: DECEMBER 13, 2019
JOB NO.: 974-51

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SHEET NO. 5 OF 6 SHEETS

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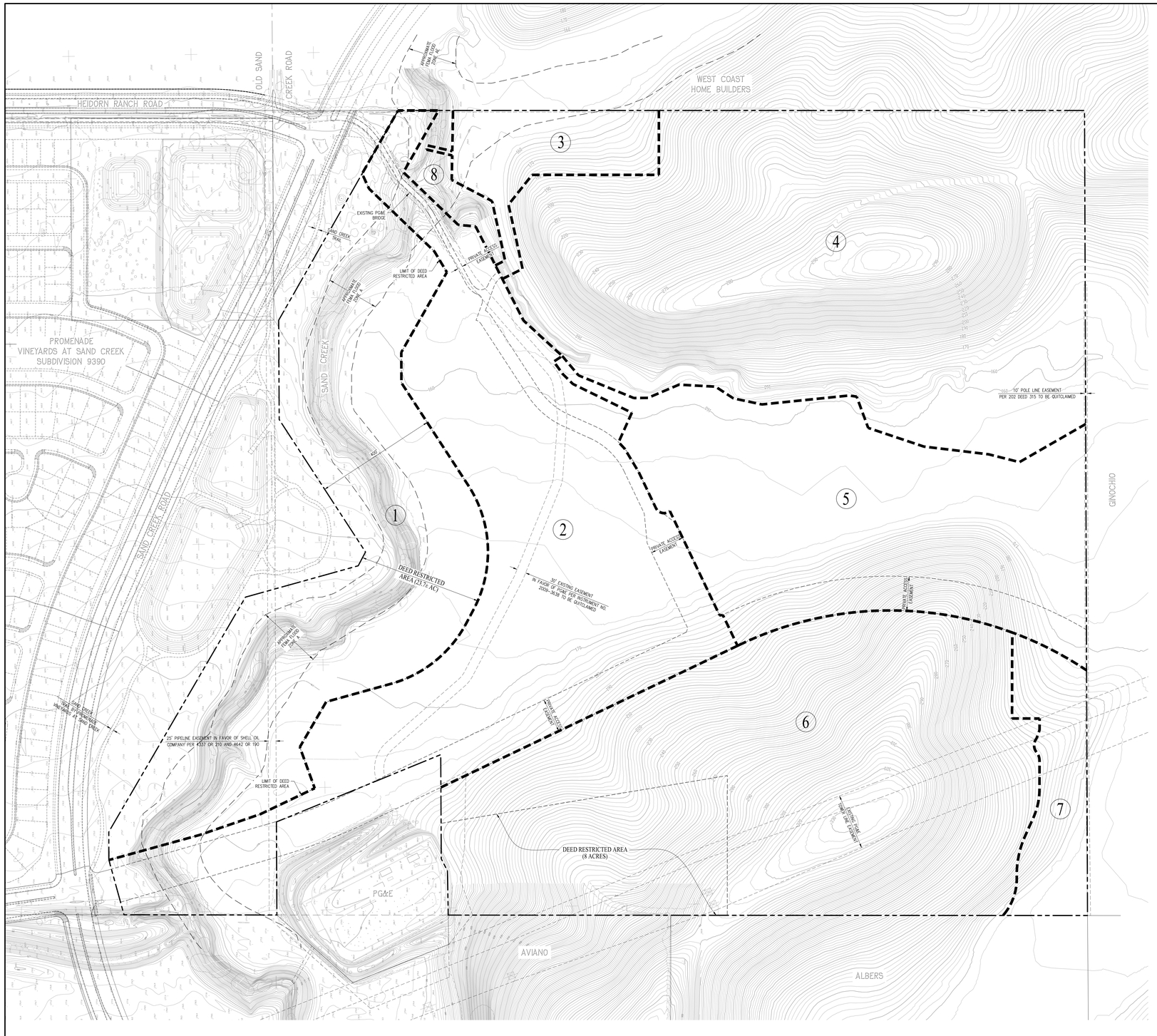

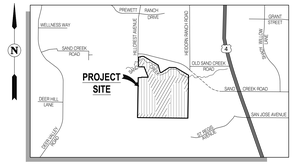

VICINITY MAP
NOT TO SCALE

LEGEND

- LARGE LOT PARCEL BOUNDARY
- PROPOSED EASEMENT
- SUBDIVISION BOUNDARY
- EXISTING ADJOINER
- (1) PARCEL NUMBER

VESTING TENTATIVE MAP AND LARGE LOT FINAL MAP

CREEKSIDE

VINEYARDS AT SAND CREEK
SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'
SCALE: 1" = 100'

DATE: DECEMBER 13, 2019
JOB NO.: 974-51

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SHEET NO. 6 OF 6 SHEETS

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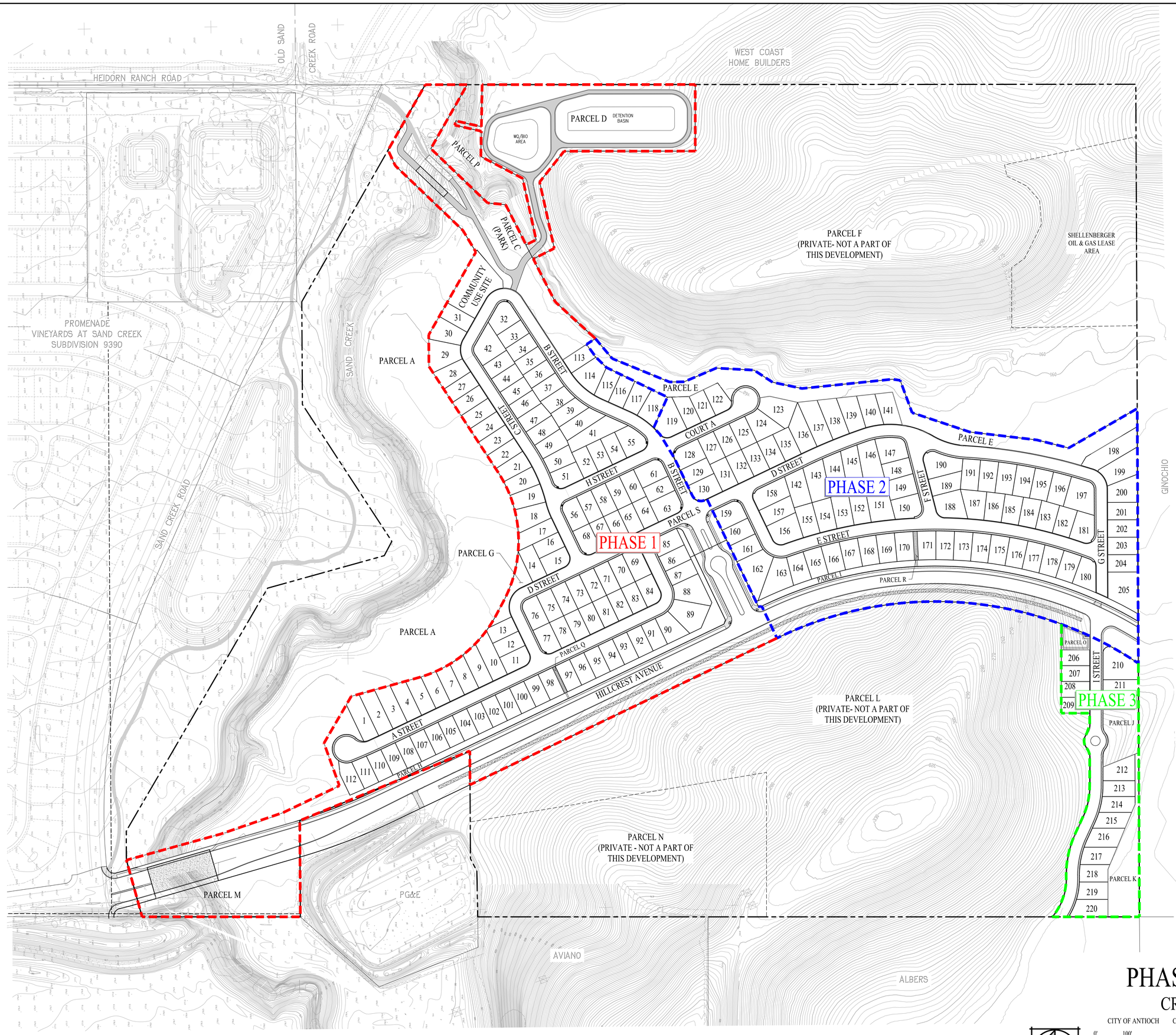
EXHIBIT B

PHASING MAP



PHASING MAP

CREEKSIDE

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: DECEMBER 10, 2019

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EXHIBIT C

DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

The Development Standards and Design Guideline booklet is available on the City of Antioch website at https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-19-06.pdf.

EXHIBIT D

RESOURCE MANAGEMENT PLAN

MONK & ASSOCIATES
Environmental Consultants

DRAFT
RESOURCE MANAGEMENT PLAN
CREEKSIDE
CITY OF ANTIOCH, CALIFORNIA

August 14, 2020

Prepared for

GBN Partners, LLC
3820 Blackhawk Road
Danville, California 94506

Attention: Ms. Lisa Borba

Prepared by

Monk & Associates, Inc.
1136 Saranap Avenue, Suite Q
Walnut Creek, California 94595
Contact: Mr. Zach Stratton

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FIGURES
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Figure 1. The Creekside Project Site Regional Map.

Figure 2. The Creekside Project Site Location Map.

Figure 3. Aerial photograph of the Creekside Project Site.

ATTACHMENTS

Attachment A. Biological Resources Analysis: Project Description Areas for Creekside, CBG, November 7, 2019.

1. INTRODUCTION

The Resource Management Element of the City of Antioch's General Plan requires the preparation of a "Resource Management Plan" for properties located within the Sand Creek Focus Area. Specifically, the General Plan states: "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." (Section 4.0, Land Use, City of Antioch General Plan).

The purpose of the Resource Management Plan is to (1) determine the significance of the resources found onsite and their relationship to resources in the surrounding area; (2) define areas that should be maintained as open space, based on the significance of the onsite resources and their relationship to resources in the surrounding area; and (3) identify mechanisms to protect and manage open spaces. [City of Antioch General Plan, § 10.3.2e] The General Plan includes a "Framework Resources Management Plan" (Framework) [City of Antioch General Plan, Appendix A]. The Framework provides the criteria that subsequent Resource Management Plans should use to evaluate the significance of any onsite natural resources within the Sand Creek Focus Area, and their relationship to the surrounding area, and to determine the appropriate amount and type of mitigation for impacts to onsite natural resources.

The Framework takes a broad and integrated approach to natural resources within the Sand Creek Focus Area. The approach is based on three, specifically enumerated, principles of conservation biology, which this Resource Management Plan has employed. First, the onsite biological resources are considered in terms of their contribution to natural communities at a regional scale. Second, the framework utilizes the concept of landscape corridors to link existing areas of preserved habitat. Third, methods for minimizing and mitigating the adverse effects of development are addressed under the Framework. These three principles are addressed in this Resource Management Plan for the Creekside project, presented below.

2. PROPERTY LOCATION AND SETTING

The approximately 158.2-acre proposed project site, which is all of Assessor's Parcel Number (APN) 057-050-024, is located west of Highway 4 and south of Lone Tree Way in the City of Antioch, Contra Costa County, California (Figures 1 and 2). The Development Area is 58.9 acres onsite, and 1.9 acres offsite, with the remaining 97.5 acres remaining as private open space. The site is generally rectangular; however, the northern boundary is an irregular shape, following the alignment of Sand Creek. Sand Creek flows west to east adjacent to the northern boundary of the project site and eventually flows into Marsh Creek in the City of Brentwood. The project site has been dry-land farmed since the 1930s and consists primarily of non-native vegetation, although it is also subject to a number of energy and communication easements and is within the historical boundaries of the Brentwood Oil & Gas Field.

The project site is surrounded by undeveloped land to the east, south, and west. The northern boundary of the project site includes a 400-foot wide, 23.7-acre, "Sand Creek Buffer Area" that

includes a portion of Sand Creek and approximately 200 feet on either side of the creek's centerline. The area immediately west of the proposed development area includes approximately 8 acres that are subject to a deed restriction that generally prevents any future disturbance of this 8 acres (dedicated open space). The east side of the project site is also generally bordered by undeveloped land. Like the project site, the adjacent undeveloped areas are subject to numerous energy and communication easements and are within the historical boundaries of the Brentwood Oil & Gas Field. Currently, there is one active oil and gas lease area (the "Shellenberger Lease"), which is located near the project site's southeastern border. Old utility access roads and existing pipelines run below ground and cross Sand Creek.

The project site is located in an area of Antioch that is rapidly transitioning from agricultural uses to residential and commercial development. The parcel directly north of the project site is the Vineyards at Sand Creek/Promenade Project Site ("Promenade Project"), a 650-unit residential development that is currently under construction. The "Aviano Development Project," which is also currently under construction is located to the northwest of the project site. To the west is a PG&E facility and privately-owned land planned for future residential development in the City of Antioch's General Plan. Figures 2 and 3 provides an aerial photograph that shows the project site features and the surrounding land uses.

3. PROPOSED PROJECT

The Creekside Project is the second phase of the Vineyards at Sand Creek Residential Community (the first phase being the Promenade Project) and includes the development of approximately 220 single-family units on the approximately 58.6-acre project site. The project will include housing, landscaped areas, roadways, and utility improvements, as illustrated on the attached exhibit entitled: *Biological Resources Analysis: Project Description Areas for Creekside*, prepared by CBG, dated November 7, 2019 (Attachment A).

The main water quality detention basin area is proposed east of the residential area, adjacent to Sand Creek. Two detention basins will collect and treat stormwater for the majority of the residential development. Treated stormwater from these two basins will flow north into Sand Creek via an outfall structure constructed on the south side of the existing outfall facility previously constructed by the Promenade Project.

A second "clean water" outfall into Sand Creek is proposed adjacent to a southern extension of Hillcrest Avenue (bridge, roadway and utilities), north of the residential area. Natural drainage from the northern portion of the adjacent western hillslope will be collected and discharged via this outfall structure. A third "clean water" stormwater outfall (dispersal point) is proposed east of the residential area, at the far southern end of the project site. Natural drainage from the southern portion of the western hillslope will be collected, treated and dispersed.

Dry utilities and water lines will be installed within the proposed Hillcrest Avenue bridge to connect to utilities in Hillcrest Avenue. A second EVA/pedestrian bridge will be constructed adjacent to and 25-feet west of the existing PG&E bridge in the northeastern corner of the site; water, sewer, and dry utilities will be attached to that EVA/pedestrian bridge to connect with existing utilities in Heidorn Ranch Road.

This development also will require offsite grading on approximately 11 acres located adjacent to the project site ("Offsite Grading Areas"). The Offsite Grading Areas, shown on Attachment A, will be contoured and hydroseeded.

4. MITIGATION

The City's Draft Environmental Impact Report for the Creekside/Vineyards at Sand Creek Project (EIR) (City of Antioch, July 2020) found the project will impact 60.7 acres that provide suitable habitat for special status species, and that the appropriate mitigation for these impacts is the preservation, at a minimum 1:1 ratio, of suitable offsite habitat or through the purchase of species mitigation credits or by participation in the East Contra Costa County Habitat Conservation Plan and Natural Communities Conservation Plan (HCP/NCCP) if available. As described in the City's Draft EIR, the offsite habitat must provide certain habitat qualities, such as grasslands and proximity to occupied dispersal habitat or known breeding habitat. GBN Partners, LLC is currently evaluating potential mitigation property that will satisfy the EIR mitigation measures. Consistent with the EIR, an offsite mitigation site would need to be managed to benefit a complement of known locally occurring listed species, including California red-legged frogs (*Rana draytonii),* the California tiger salamander (*Ambystoma californiense*), and San Joaquin kit fox (*Vulpes macrotis*).

5. NATURAL COMMUNITIES

The Framework identifies four natural communities within the Sand Creek Focus Area that must be considered: (1) Grassland; (2) stream and riparian; (3) chaparral, scrub and rock outcrop; and (4) oak woodland and savannah. According to the Framework, these natural communities support "umbrella" and other special status species. The Framework addresses the relationship between these natural communities and the existing preserved lands located in regional proximity to the Focus Area. Resource Management Strategies for each of the natural communities are also addressed by the Framework. Each of the natural communities, their presence on the Creekside property, and the applicability of the Framework's Resource Management Strategies are discussed below.

5.1 Grassland Community

The Framework defines grassland communities as areas that are vegetated by both annual and perennial grasses, with lesser amounts of forbs that are commonly used as rangeland. Grassland communities include areas that have been "lightly cultivated for dryland farming in some years, which retain key ecological characteristics of grassland under this use." The Framework excludes areas "that have been intensively cultivated in most years" from grassland communities [City of Antioch General Plan, App. A, p.4]. In the east Contra Costa County area immediately surrounding the Focus Area, the Framework recognizes relatively narrow bands of grasslands that extend west from the Altamont Pass area to the southeast of the Focus Area, through the cities of Brentwood and Antioch, and along the north flank of Mt. Diablo and into East Bay Regional Park District (EBRPD) lands to the west of the Focus Area [City of Antioch General Plan, App. A, p.4].

Habitats and species the Framework typically associates with the grassland community include a small number of vernal pools (some with vernal pool fairy shrimp (*Branchinecta lynchi)*) located

in the eastern part of the Focus Area, San Joaquin kit fox, California tiger salamander, burrowing owl (*Athene cunicularia*), and Alameda whipsnake (*Masticophis lateralis euryxanthus*) (in grasslands within several hundred feet of chaparral, scrub and rock outcrops) [City of Antioch General Plan, App. A, pp. 5-7]. The San Joaquin kit fox and burrowing owl are considered "umbrella" species by the Framework, although the Framework recognizes that the Focus Area is at the northerly edge of the kit fox's range and the kit fox's presence within the Focus Area would only be on an irregular basis in very small numbers. The Framework describes the distribution of burrowing owls in and around the Focus Area as variable.

Significant areas of grasslands west, northwest and south of the Focus Area have been set aside in regional parks and permanent open spaces. The Framework recommends preserving grasslands in and around the Focus Area that are connected to these existing grasslands. Within the Focus Area, the Framework classifies strategic grassland communities that should be targeted for preservation. Grasslands east of Deer Valley Road (the Creekside project site is in this area) are classified as the least important for preservation, areas in the Lone Tree Valley between Deer Valley Road and Empire Mine Road have intermediate strategic value (where adjoining land uses are urban on one side), and areas west of Empire Mine Road and in Horse Valley have the highest strategic value (where adjoining parkland and open space are preserved for natural values) [City of Antioch General Plan, App. A, p.10]. Outside of the Focus Area, the Framework recommends closing the "gap" between Cowell Ranch and Black Diamond Mines Regional Preserve by preserving the grassland community within Horse Valley and Deer Valley, and lands between those two valleys [City of Antioch General Plan, App. A, p.10].

Consistent with these recommendations, the Framework identifies the following Resource Management Strategies for Grassland Corridors in the Focus Area [City of Antioch General Plan, App. A, p.11]:

- Designate a portion of the lands in the Focus Area adjacent to EBRPD (shown on Figure 8 of the Framework) preserved lands as natural open space.

- Designate the Horse Creek watershed portion (shown on Figure 8 of the Framework) of the Focus Area as natural Open Space.

- Provide incentives to preserve linkages and corridors between EBRPD lands and existing open grasslands to the south of the Focus Area.

5.1.1 Grassland Communities at the Creekside Project Site

The Creekside project site has been actively farmed for more than 80 years, and does not represent a true "grassland community" under the Framework. However, it has retained some ecological characteristics of a grassland community. Although the site has been disked routinely since the 1930s greatly reducing the probability of western burrowing owl to occur, the margins of the farmed areas of the project site provides suitable habitat conditions, albeit marginal habitat, for this owl.

The site also provides potential migration habitat for San Joaquin kit fox, although the site does not provide suitable sized burrows for denning, based on surveys conducted by M&A biologists.

The closest CNDDB record for this species was recorded in the 1970s and is located 2.75 miles south of the project site (Occurrence No. 936). However, independently conducted surveys cited in *Relative Abundance of Endangered San Joaquin Kit Fox (Vulpes macrotis mutica) Based on Scat-Detection Dog Surveys* (Smith et. al. 2006) were unable to document presence of San Joaquin kit fox in Contra Costa County, suggesting that it is likely that San Joaquin kit fox is extirpated from Contra Costa County.

The closest record for California tiger salamander occurs 0.25- mile south of the project site (CNDDB Occurrence No. 856). California tiger salamander larvae are recorded to occur in a pond at this location. There are eight additional California tiger salamander records known from within two miles of the project site. Regardless, the project site has been disked and farmed annually since the early 1930s. Ground squirrel control has been actively practiced on the project site for decades and accordingly, subterranean refugia available for California tiger salamander is rare, at best, in the vicinity of the project site. Due to an absence of suitable refugia on the farmed project site, it does not provide suitable over- summering upland habitat for California tiger salamander. In addition, the project site supports no potential (aquatic) breeding habitat that could be used by this salamander. As such, no suitable California tiger salamander breeding or over-summering habitat will be affected by the proposed project.

The closest record for Alameda whipsnake is located 3.5 miles west of the project site (CNDDB Occurrence No.68). The project site does not provide "core habitat" for the Alameda whipsnake (i.e., there are no chaparral and coastal scrub communities within the project site), and the closest core habitat is located approximately 3 miles from the project site. As such, no suitable Alameda whipsnake habitat will be affected by the proposed project.

As the Creekside project site is not adjacent to EBRPD lands or other preserved open space areas, most of the Resource Management Strategies listed above do not apply to the project site. However, the project will preserve linkages and wildlife corridors; Sand Creek, located just north of the project site, provides a valuable wildlife corridor with suitable cover, foraging, water resources, and migration pathways that lead to other natural habitats. Wildlife corridors are linear and/or regional habitats that provide connectivity to other natural vegetation communities within a landscape fractured by urbanization and other development. Wildlife corridors have several functions: 1) they provide avenues along which wide-ranging animals can travel, migrate, and breed, allowing genetic interchange to occur; 2) populations can move in response to environmental changes and natural disasters; and 3) individuals can recolonize habitats from which populations have been locally extirpated (Beier and Loe 1992). All three of these functions can be met if both regional and local wildlife corridors are accessible to wildlife. Sand Creek provides a local wildlife corridor for common mammals and birds such as raccoon (*Procyon lotor*), opossum (*Didelphis virginiana*), gray fox (*Urocyon cinereoargenteus*), coyote (*Canis latrans*), red-tailed hawk (*Buteo jamaicensis*), great horned owl (*Bubo virginianus*) and Nuttall's woodpecker (*Picoides nuttallii*) among many others. Medium and large mammal movements along this creek will remain unaffected by the proposed project. Also, the diverse riparian woodland provides important avian habitat that is used seasonally by migrant species and year-round by resident birds. The project as currently proposed would not adversely impact wildlife movement corridors.

5.2 Stream and Riparian Community

The Framework defines the stream and riparian community as areas where water flows in discrete paths, ranging from small swales to substantial streams. Within the Focus Area, this community comprises less than 2% of the landscape, but is widely distributed [City of Antioch General Plan, App. A, p.7]. The stream and riparian community in the Focus Area flows from west to east, and drains to watersheds located outside of the Focus Area. Sand Creek is the primary stream community, and a portion of upper Horse Valley Creek is located in the southern extension of the Focus Area. The stream and riparian community within the Focus Area does not provide a key linkage and movement corridor for many species, but the California red-legged frog is identified as a species associated with the Focus Area's riparian community. [City of Antioch General Plan, App. A, pp.7-8].

The Resource Management Strategies for stream and riparian communities within the Framework recommends an open space corridor on both sides of Sand Creek, within which no grading or other development would occur [City of Antioch General Plan, App. A, p.14]. The Framework does not require complete avoidance of the creek or specify the size of the open space corridor, but it does suggest evaluating whether the General Plan's recommended 250 foot creek corridor (roughly 125 feet on either side of the creek centerline) is sufficient to buffer the creek from any adjoining golf and residential development.

5.2.1 Stream and Riparian Communities at the Creekside Project Site

Sand Creek flows west to east just north of the project site boundary. The creek receives urban runoff from developments to the northwest, and from a larger as yet undeveloped watershed further to the northwest. The average distance between ordinary high water marks (OHWM) in Sand Creek is 12 feet and it is approximately 70 to 150 feet wide between the top-of-banks. Sand Creek is incised approximately 20 feet down below the existing grade of the project site; it has steeply-sloped banks and a flood plain terrace near the top of banks on each side of the thalweg. Scattered riparian woodland is associated with Sand Creek. Tree species found in the riparian woodland along Sand Creek include valley oak (*Quercus lobata*), California buckeye (*Aesculus californica*), bluegum eucalyptus (*Eucalyptus globulus*), arroyo willow (*Salix lasiolepis*), and big-leaf maple (*Acer macrophyllum*). The open non-canopied habitats within Sand Creek allow for localized occurrences of herbaceous and shrubby understories. California rose (*Rosa californica*) grows in dense thickets along portions of the creek, while sneezeweed (*Helenium puberulum*), California sagebrush (*Artemisia californica*), California mugwort (*Artemisia douglasiana*), and white sweetclover (*Melilotus albus*) are scattered along the creek banks and at the water line. Annual beardgrass (*Polypogon monspeliensis*), cattails (*Typha latifolia*), brown-headed rush (*Juncus phaeocephalus* ssp. *paniculatus*), Baltic rush (*Juncus balticus* ssp. *ater*) and water cress (*Nasturtium officinale*) grow in scattered locations in the creek channel as well.

The closest known CNDDB record of California red-legged frog is 0.70-mile west of the project site within Sand Creek (CNDDB Occurrence No. 933). In addition, there are three additional CNDDB records of this frog within 2 miles of the project site. Consequently, Sand Creek is regarded as occupied, and the lands adjacent to the creek including the project site constitute potential upland dispersal habitat for this frog.

The project as currently proposed would not adversely impact wildlife movement corridors since the Creekside Project will remain outside of a 400-ft wide (23.7-acre) Sand Creek Buffer Area that is subject to an existing deed restriction that will preserve the Buffer Area in its existing undeveloped condition. The two outfall structures and the two clear span bridges over Sand Creek will not impact the value of this wildlife corridor.

5.3 Chaparral, Scrub and Rock Outcrop Community

According to the Framework, the chaparral, scrub and rock outcrop community occurs on thin-soiled areas that may contain chaparral, grasses, and broadleaved herbs, or may support minimal vegetation [City of Antioch General Plan, App. A, p.8]. The rock outcrop community is generally limited to ridgetops, and excludes grassland and oak woodland or savannah on deeper soils. Within the Focus Area, this community is found primarily in the western part of the Focus Area, and otherwise extends eastward only on the ridges on either side of Sand Creek. The Framework associates the Alameda whipsnake with this community, in the southwestern part of the Focus Area [City of Antioch General Plan, App. A, p.8].

5.3.1 Chaparral, Scrub and Rock Outcrop Communities at THE Creekside Project Site

The project site does not support a chaparral, scrub or rock outcrop community.

5.4 Oak Woodland and Savannah Community

The Framework defines the oak woodland and savannah community as typified by one or more species of oaks, and generally located on moist north-facing slopes [City of Antioch General Plan, App. A, p.9]. Non-native trees and vegetation, such as eucalyptus trees are excluded from the community by the Framework. No sensitive species are associated with the oak woodland and savannah community within the Focus Area.

5.4.1 Oak Woodland and Savannah Communities at the Creekside Project Site

There are a number of eucalyptus and other non-native trees on the project site. Scattered riparian woodland is associated with Sand Creek, an intermittent creek that runs west to east along the northern project site's border. Tree species found in the riparian woodland along Sand Creek include valley oak (*Quercus lobata*) trees, among other riparian species. However, there are no oaks on the site, and it does not support an oak woodland and savannah community.

6. MITIGATION FOR IMPACTS TO NATURAL COMMUNITIES

As described in the Framework, impacts to natural communities and their associated special status species from development within the Sand Creek Focus Area is unavoidable [City of Antioch General Plan, App. A, p.11]. However, the magnitude or intensity of the impact from development with the Focus Area is not uniform across the Focus Area. The Framework designates the land within the Focus Area into one of three "Impact Zones" (Zone 1, Zone 2, Zone 3) [City of Antioch General Plan, App. A, pp. 13, and shown on Figure 9 of the Framework].

The Framework recommends in-kind mitigation, with a minimum 1:1 mitigation ratio. By way of example, the Framework explains that mitigation for impacts to California tiger salamander breeding and over-summering habitat "would be required to preserve grassland habitats that

support conditions for the tiger salamander in an amount that is equal to or greater than the acreage of the impacted site. Conversely, if the tiger salamander was absent from that site, the preservation lands would not need to contain the specific habitat values for this species" [City of Antioch General Plan, App. A, p.3].

The Framework also recognizes the value of preserving higher quality habitat. Zone 3 lands will generally require the most mitigation, and similarly, the preservation of Zone 3 lands will be given additional mitigation credit, or value, and less mitigation may be required to encourage the preservation of Zone 3 habitats.

These mitigation goals are reflected in the Framework's Resource Management Strategies for Key Grassland Sensitive Resources in the Focus Area [City of Antioch General Plan, App. A, p.12] which encourage:

- Sufficient mitigation for impacts resulting from individual development proposals to adequately protect the habitat of key grassland sensitive resources.

- Carefully tailored mitigation to reflect the relative importance of the specific lands proposed for development.

- Incentives to encourage the purchase of mitigation lands in those areas deemed to be of greater strategic importance to maintaining the integrity of the grassland resources in the region.

The Resource Management Strategies for the Stream and Riparian Community encourage off-site compensatory mitigation for impacts to Sand Creek, particularly on lands designated for grassland community mitigation [City of Antioch General Plan, App. A, p.14].

The Creekside project site is designated as Impact Zone 1, which generally requires the least mitigation (1:1 in-kind mitigation). As described above, the proposed project will impact approximately 60 acres of marginal grassland community ecological characteristics, but nonetheless does provide suitable upland dispersal habitat for the California red-legged frog, suitable habitat for California tiger salamander, and potential migration habitat for the San Joaquin kit fox.

Under the Framework, mitigation for the project's permanent impacts to grasslands should consist of approximately 60.7 acres of land of the same ecological value.

In accordance with the EIR, the project will preserve ecologically suitable mitigation property, at a minimum 1:1 ratio, or secure habitat mitigation credits or participate in the HCP/NCCP if available, prior to the start of construction. The mitigation site will be managed to benefit a complement of known locally occurring listed species, including California red-legged frogs, the California tiger salamander, and San Joaquin kit fox.

7. MANAGEMENT OF PRESERVED LANDS

Once lands have been identified for preservation, the Framework recommends preparing a site-specific management plan that addresses the site's key sensitive species, permitted activities (e.g., cattle grazing, new trails in the future), grazing management (if applicable), activities that will not be permitted on the site (such as use of rodenticide, dicing, recreational activities that would require substantial alteration of the habitat, etc.), and the funding mechanism (such as an endowment) to pay for the site's long-term management.

The EIR is consistent with this recommendation, and if mitigation credits are not used, a conservation easement granted to a qualified conservation organization will be recorded over suitable mitigation property, a habitat management plan will be prepared and submitted to the City, and an endowment will be established to pay for the long-term management, maintenance, and monitoring of the mitigation site as described in the City's EIR. Management and monitoring within the mitigation site is likely to include invasive species monitoring (only those species categorized as "high" invasiveness by CAL-IPC) and vegetation management to control such invasive species, grazing to manage vegetation height and abundance, trash removal, fencing maintenance, and special-status species surveys. The habitat management plan will specify the habitat objectives the plan is intended to achieve, a monitoring schedule, the contents and frequency of any monitoring reports. Allowed and prohibited uses, such as when and where the application of pesticides is permitted and prohibited, areas where grazing is not permitted, and other site-specific actions will be addressed in the plan, and in the conservation easement. The conservation easement will also address prohibited activities, such as, commercial or industrial uses, construction and other ground disturbing activities, mining activities, subdivision of the site, removing vegetation other than for habitat management purposes, and most recreational or agricultural activities.

The plan will include sufficient information to determine the cost of implementing the short-term and long-term management and monitoring actions. The project proponent will establish an operational, non-wasting endowment that will provide the Grantee, or other approved land manager with sufficient funds for implementing the plan.

8. LITERATURE CITED

Beier, P. and S. Loe. 1992. "In my experience.." a checklist for evaluating impacts to wildlife movement corridors. Wildlife Society Bulletin Vol. 20(4): 6.

California Invasive Plant Inventory (CAL-IPC) 2015. (http://www.cal-ipc.org/ip/inventory/)

LSA 2003. City of Antioch General Plan, Contra Costa County, California, Updated November 24, 2003.

CNDDB (California Natural Diversity Data Base). 2014. RareFind 3. Computer printout for special-status species within a 5-mile radius of the project site. California Natural Heritage Division, California Department of Fish and Wildlife, Sacramento, CA.

CNPS (California Native Plant Society). 2001. Inventory of rare and endangered plants of California (sixth edition). Rare plant scientific advisory committee, David P. Tibor, convening editor. California Native Plant Society. Sacramento, CA. 338 pps.

Jones & Stokes. 2005. Draft East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan. Volumes I and II. June 2005.

Jones & Stokes. 2006. Final East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan. Volumes I and II. October 2006.

Smith, D.A., K. Ralls, B.L. Cypher, H.O. Clark Jr., P.A. Kelly, D.F. Williams, and J.E. Maldonado. 2006. Relative abundance of endangered San Joaquin kit foxes (*Vulpes macrotis mutica*) based on scat-detection dog surveys. The Southwestern Naturalist 51 (2): 210-219.



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Figure 1. Creekside Project Site
Regional Map
Antioch, California

County: Contra Costa
Map Preparation Date: September 30, 2019

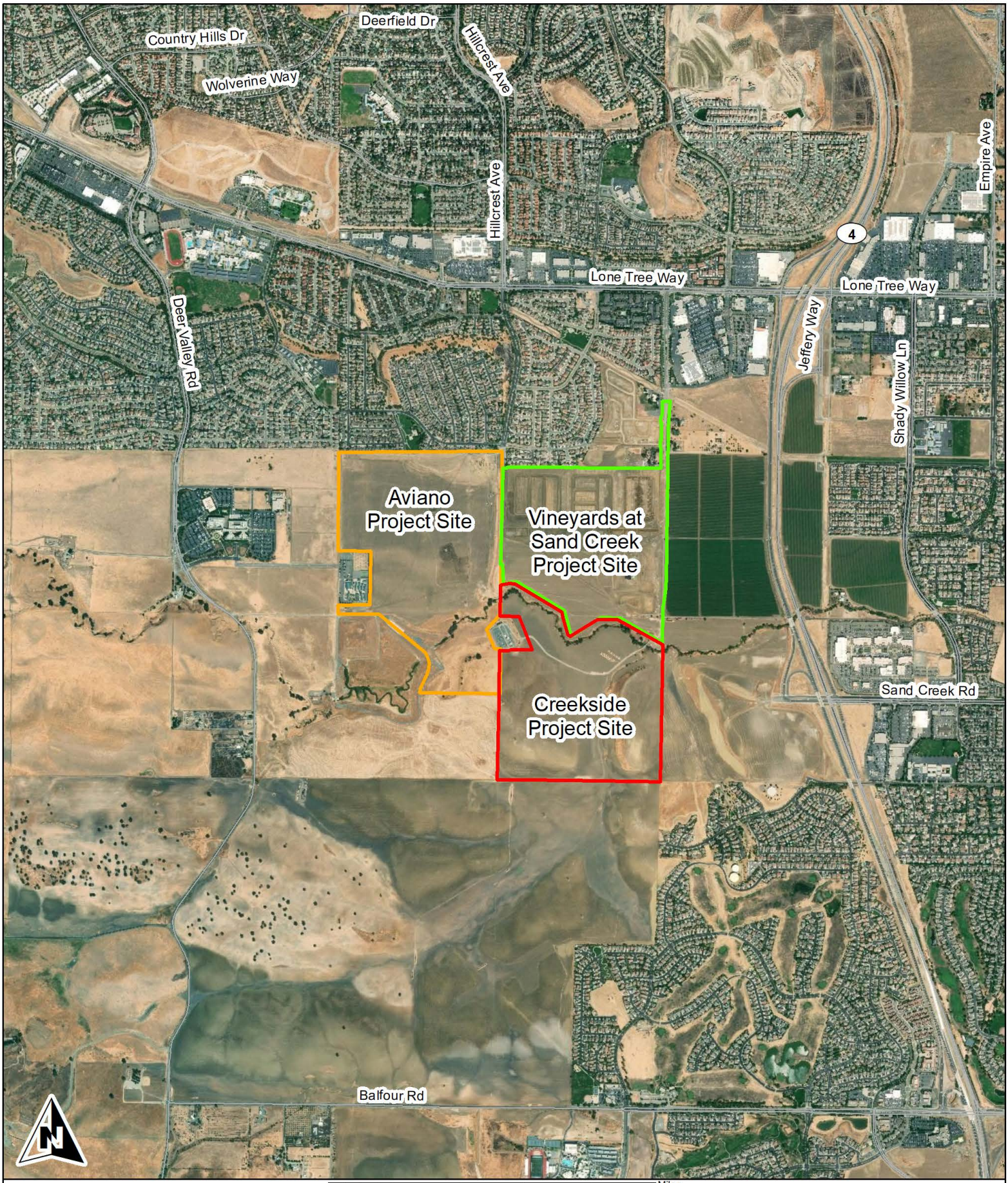

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Figure 2. Creekside Project Site
Location Map
Antioch, California

37.943112 -121.755134
7.5-Minute Antioch South quadrangle
Section 9: T1N R2E
Aerial Photograph Source: ESRI
Map Prepared: October 28, 2019

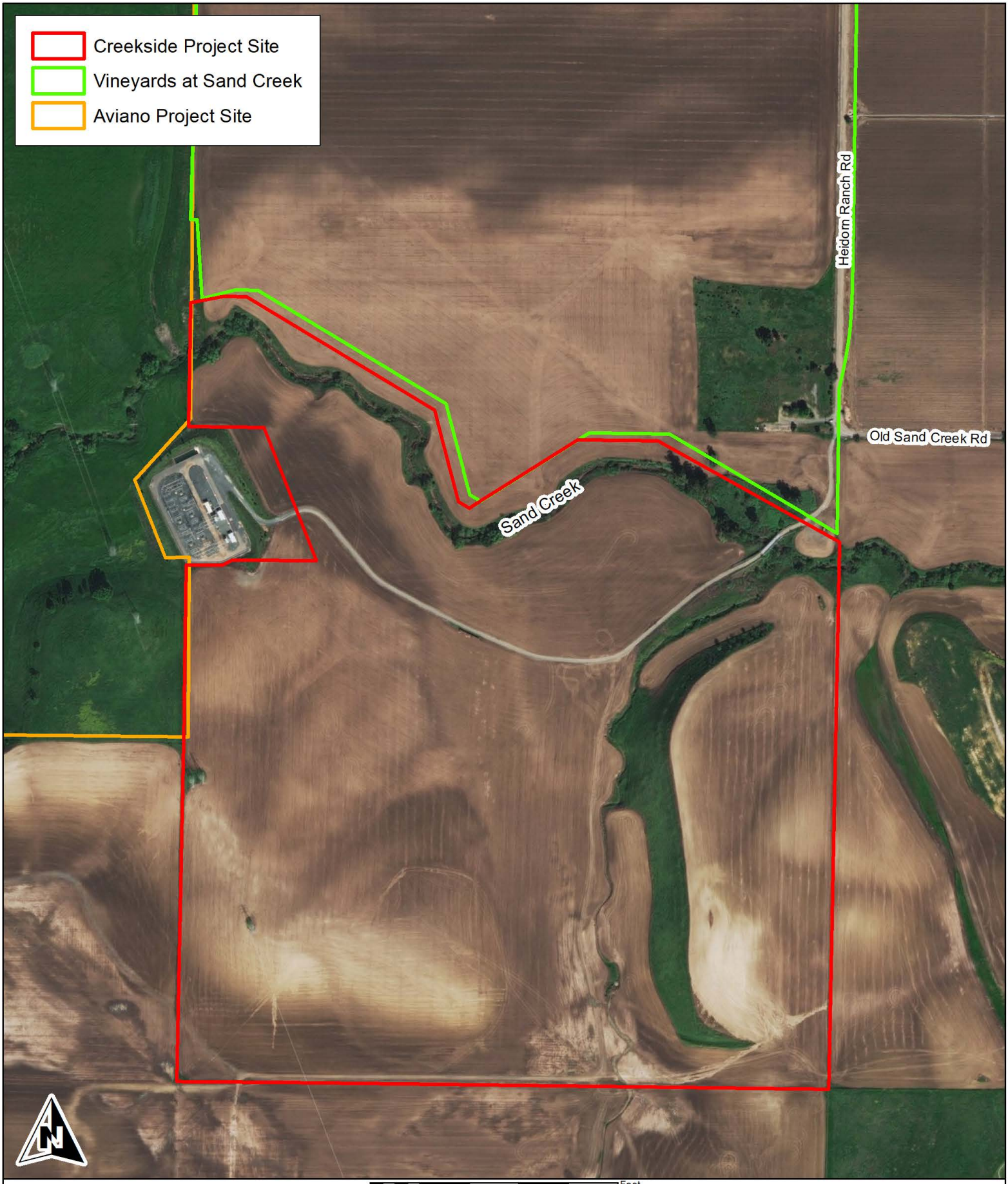

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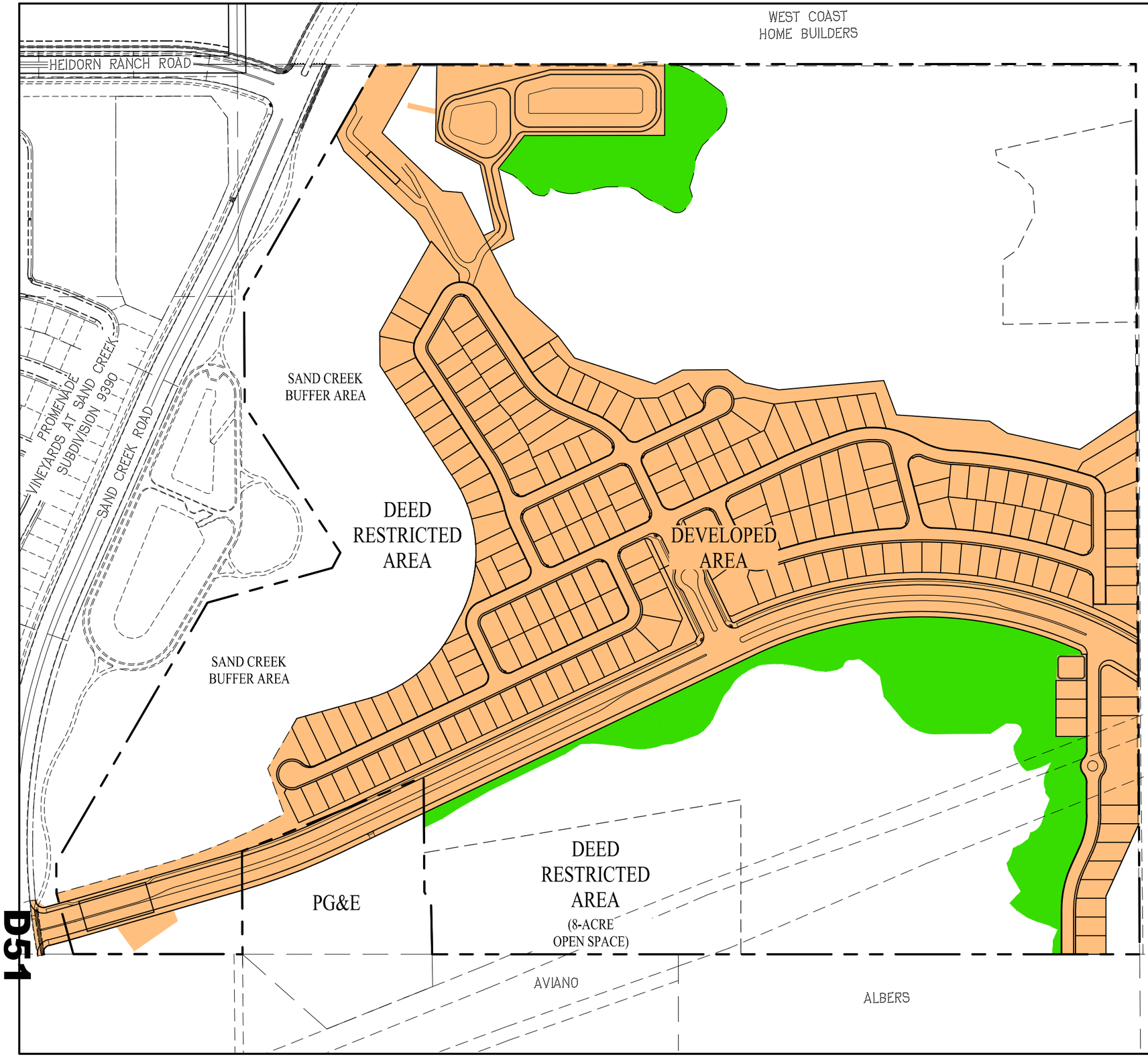
Figure 3. Aerial Photograph of the
Creekside Project Site
Antioch, California

Aerial Photograph Source: ESRI
Map Prepared Date: October 28, 2019



LEGEND

	OFFSITE (NO IMPACT)	(58.3 AC)
	OFFSITE GRADING/ TEMPORARY IMPACT	(11.0± AC)
	DEED RESTRICTED AREA	(31.7± AC)
	DEVELOPED AREA	(58.6± AC)

BIOLOGICAL RESOURCES ANALYSIS: PROJECT DESCRIPTION AREAS

CREEKSIDE

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DATE: NOVEMBER 7, 2019 SCALE: 1"=300'

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

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11/7/2019 11:18 AM

F:\974\974-51\ACAD\EXHIBITS\XB-018_IMPACT AREA SUMMARY.DWG

STAFF REPORT TO THE CITY OF ANTIOCH PLANNING COMMISSION FOR CONSIDERATION AT THE MEETING OF DECEMBER 5, 2018

Prepared by: Cindy Gnos, Contract Planner

Approved by: Alexis Morris, Planning Manager

Date: November 30, 2018

Subject: **Preliminary Development Plan for the Creekside Vineyards Project**

RECOMMENDATION

It is recommended that the Planning Commission provide feedback to staff regarding the proposal and to provide direction to the applicant for the Final Development Plan submittal.

REQUEST

The applicant is requesting a preliminary development plan review of a proposal to develop approximately 220 single-family units on approximately 50 acres of a 158-acre site. The project site is located in southeast Antioch in the Sand Creek Focus Area of the Antioch General Plan. The site is currently zoned Study District (S) and identified by the following Contra Costa County Assessor's Parcel Number (APN): 057-050-024.

The purpose of a preliminary plan is to gather feedback from the Planning Commission and others in order for the applicant to become aware of concerns and/or issues prior to final development plan and tentative map submittal. 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 a final development plan hearing.

ENVIRONMENTAL

Preliminary plan review is a non-entitlement action and does not require environmental review. The final development plan 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.

BACKGROUND

The subject site is within the 2,700-acre Sand Creek Focus Area located in the southern portion of the City of Antioch, and as shown on the City's General Plan Land Use Map.

The General Plan anticipates this Focus Area to evolve into a large-scale planned community that provides a mix of housing and commercial opportunities. In 2016, the Vineyards at Sand Creek project was approved to the north, including development of up to 650 single-family residential units on 141.6 acres. The Vineyards at Sand Creek project included an amendment to the General Plan text and land use designations, among other entitlements. To the northwest of the project site, the Aviano project was approved in 2015 to allow a conversion from senior to standard single-family residential uses to allow 533 units on 184 acres. Further west, The Ranch project adopted by initiative in 2018, amended the General Plan and zoning to allow approximately 1,177 new single-family units, a retail village, fire station, and parks/open space/trails on approximately 1,852 acres.

ANALYSIS

Issue #1: Project Overview

The preliminary plan for the proposed project consists of 220 single family homes in a gated community on approximately 50 acres of a 158-acre site south of the future Sand Creek Road. The average density of the residential development would be approximately 4.6 units per net acre (1.4 units per gross acre). The development could either accommodate market rate or age-restricted units.

The proposed project includes an extension of Hillcrest Avenue from the future Sand Creek Road through the project site at the base of the western hill to the southern property boundary adjacent to the Ginochio Focus Area of the General Plan. A bridge over Sand Creek would accommodate the Hillcrest Avenue extension. Two gated entrances are proposed accessing the western portion of the site, with one being just south of Sand Creek and the other approximately mid-point of the development. An additional gated access is proposed to access the 21 homes proposed east of Hillcrest Avenue.

The preliminary plans show the project site arranged into three main phases. Phase one includes the lots east of Hillcrest Avenue and north of the main entry, including the community use site. The second phase would include the residential lots east of Hillcrest Avenue and south of the Main Entry. The third phase includes the residential lots east of Hillcrest along the site's southern boundary, and a small park beneath the PG&E tower easement.

The proposed project includes lot sizes and development standards consistent with the approved Vineyards at Sand Creek project to the north. Two lots sizes are provided, including 50 x 90 foot lots in the northern portion and 55 x 90 foot lots in the southern portion. The proposed project also includes a community use site that is sized to accommodate a small multi-purpose building and pool area. In addition, a small park area is proposed at the southern end of the site. A pedestrian connection to the Sand Creek Trail on the north side of Sand Creek is proposed to be provided by using the existing PG&E bridge crossing Sand Creek near the terminus of Heidorn Ranch Road.

A water quality/detention basin would be provided on the eastern portion of the site with an enhanced drainage area along the eastern portion of the single-family homes at the base of the hill.

The project site has significant constraints. Sand Creek is the site's northerly boundary and significant hills exist on the east and west sides of the site. A natural drainage area exists at the base of the eastern hill that collects and conveys rainfall to Sand Creek. In addition, a PG&E tower easement is located across the hill on the west, as well as additional energy and communication easements. Previous and existing pipelines run below ground and cross Sand Creek and the natural drainage area in a number of locations. A PG&E facility is located west of the proposed Hillcrest Avenue extension. An 8-acre open space easement is also located on the western hill.

The future project entitlements would include a CEQA document, a General Plan Amendment, a Master Development Plan, Final Development Plan and Planned Development Rezone, a Resource Management Plan, a Tentative Map, a Use Permit, Design Review, and a Development Agreement.

Issue #2: Consistency with the General Plan

The General Plan currently designates the project site as Open Space/Senior Housing. The Sand Creek Focus Area notes that senior housing may consist of Single Family Detached, Small Lot Single Family Detached, or Multi-Family Attached Housing. The applicant is requesting the Senior Housing designation be replaced with a Medium Low Density Residential (MLDR) designation in order to allow either senior housing or market rate.

The Sand Creek Focus Area Policy 4.4.6.7(b)(n) states that Single-Family Detached housing within suburban-style subdivisions with lot sizes ranging from 7,000 square feet to 10,000 square feet may be developed within the Sand Creek Focus Area within areas shown as Residential and Low Density Residential. Policy 4.4.6.7(b)(p) encourages the development of age-restricted senior housing which may be developed in any of the residential areas of the Sand Creek Focus Area. The proposed project includes lots ranging from 4,500 to 5,160 square feet and is not restricting the development to senior housing. Therefore, the proposed project would require a General Plan Amendment to change the land use designations of the site from Open Space/Senior Housing to MLDR. The Sand Creek Focus Area did not include a MLDR designation as a single-family detached residential designation; however, one was created for the Vineyards at Sand Creek project to the north.

MLDR is characterized in the General Plan as a typical subdivision, as well as other detached housing such as zero lot line units and patio homes. Areas designated as MLDR are typically located on level terrain with relatively few geological or environmental constraints. The maximum allowable density is six dwelling units per acre. According to the preliminary plan for the proposed project, the density is 4.6

dwelling units per acre, which is under the maximum density allowed under the MLDR General Plan designation.

According to the General Plan, achievement of maximum densities within the Sand Creek Focus Area is not guaranteed nor implied. The final density is determined by development design, any onsite constraints such as physical or environmental, available infrastructure, and other factors.

The Vineyards at Sand Creek project to the north contains similar lot sizes and density to the proposed project and is being built out with a combination of age-restricted and market rate single family homes. The small lot sizes and density was accomplished through a General Plan Amendment applying the MLDR designation to the project site. The Aviano project to the northwest, similarly has small lot single family with lots a minimum of 5,000 square feet. The Aviano project was consistent with the General Plan when the development was proposed for senior housing; however, when the applicant requested removal of the senior housing for the project, a General Plan Amendment was required to allow the small lots for market rate single family housing in the Low Density Residential land use designation.

The two approved projects in the Sand Creek Focus Area were not consistent with the land use and intent of the General Plan and development was facilitated with General Plan Amendments. The proposed project is consistent in density and lot size with the other two projects. The Planning Commission should consider whether the continuation of the small lot market rate single family units is appropriate for this site.

It should also be noted that the General Plan includes standards for police staffing in the City, which are currently not met. Adding residents to the City creates a new demand for Police services, which will need to be addressed in the project's submittal. Currently, residential projects have been conditioned to participate in a funding mechanism to address this deficiency based upon the project's impact. In addition, the future application submittal will need to conduct a fiscal impact analysis due to the required General Plan Amendment.

Other General Plan policy consistency issues are discussed within each of the topic areas below.

Issue #3: Site Plan

The preliminary proposal consists of a 220 small lot single-family unit subdivision on approximately 58 acres of a 158-acre site. The residential development would be located south of the future alignment of Sand Creek Road and mostly east of an extension of Hillcrest Avenue.

The project would require the approval of a Final Development Plan and Planned Development (PD) Rezone. The Final Development Plan and PD District would list the development standards applicable to the project site, including setbacks, lot sizes, and

building heights. The applicant has indicated that the development standards and design guidelines would be similar to the Vineyards at Sand Creek project to the north.

Sand Creek

The proposed project includes the required setback from Sand Creek. The lots, however, back on to the creek area and other than a pedestrian crossing at Heidorn Ranch Road, the creek amenity is ignored. Staff recommends that the subdivision be reoriented to take advantage of the amenity. This could be accomplished with a street fronting the creek allowing a view from the subdivision to the creek. At a minimum, a portion of the streets should be adjacent to the creek to allow view corridors to the amenity. Another option is to move the community use site or park to a location adjacent to the creek, possibly at the trail connection to allow maximum enjoyment of the creek and increased use of the trail.

Block length

According to the City of Antioch's Residential Design Guidelines for single-family residential, the length of blocks within single-family subdivisions should be between 300 and 400 feet. According to the Zoning Ordinance (9-4.204) the length should not exceed 1,000 feet. The two areas along Hillcrest Avenue exceed 1,000 feet in length. Staff recommends relocating the A Street entrance to mid-block, breaking up the 1,200-foot block length. This is especially needed on small lots because the ability to stagger setbacks of the homes is reduced on 90-foot-deep lots. The current design would result in a long row of homes backing onto Hillcrest Avenue with little variation, which is not consistent with the Design Guidelines. The extended block south of the main entrance has a slight curve to the street which may serve to help break up the long block; however, staff recommends alternative design solutions be explored.

Hillcrest Landscape Setback

Typically, a 30-foot landscape setback is provided along arterials between the right-of-way and the subdivision wall. The applicant is proposing 20 feet along Hillcrest Avenue. The Vineyards at Sand Creek project to the north included a 20-foot setback along Hillcrest Avenue and Sand Creek Road, and a 37-foot setback along Heidorn Ranch Road.

The grading plan indicates a 4-foot retaining wall at the back of the lots on Hillcrest Avenue. Cross-sections should be provided to show how the masonry wall, landscaping, street, and proposed residential unit interface.

I Street

The proposed project includes 21 lots west of Hillcrest Avenue at the southern portion of the site. These lots appear to require significant grading. If these lots continue to remain part of the project, staff recommends that they be created as view lots to take advantage of the topography and view to the south. The submitted plans also show a narrow strip of undeveloped land immediately south of the proposed lots. Staff would recommend removal of this strip or the application shall describe the intended use and maintenance of the difficult to access area.

Issue #4: Grading

The submitted preliminary grading plan appears to include significant grading on the western hill to accommodate Hilcrest Avenue and the homes along I Street. Based on the preliminary plans submitted, staff cannot determine compliance with the Hillside Development Policies of the General Plan. Section 5.4.14 of the General Plan outline the different types of grading allowed on slopes less than 25 percent, between 25 and 35 percent, between 35 and 50 percent, and greater than 50 percent. The future application submittal should include a colored slope map which indicates which portions of the site are within the ranges of slopes described above. In addition, the application shall include a written description of the project's compliance with the Hillside Development Policies. All retaining walls shall be shown on the plans.

Issue #5: Open Space and Parks

The preliminary site plan includes two useable open space areas. One is a community use site which is intended to accommodate a small multi-purpose building and pool area. The second is along I Street at the southern end of the property which is intended to accommodate a dog park and/or bocce courts. The submitted plans do not give the sizes of these two useable open space areas, but it appears to total less than one acre. According to Section § 9-4.1004 of the Antioch Municipal Code, the amount of land to be dedicated for parks is based on the average number of persons per dwelling unit multiplied by the standard of 5.0 acres per 1,000 persons. At 220 single-family dwelling units, a minimum of 3.3 acres of parkland must be included in the proposed project (0.015 average requirement per dwelling unit x 220 dwelling units = 3.3 acres). The proposed project includes a significant amount of open space; however, the amount of useable open space appears to be less than an acre. The future application submittal should detail the acreage for useable open space.

It should also be noted that the proposed useable open space is within a gated community and would be private open space. Antioch Municipal Code Section § 9-4.1010(A) outlines how private open space can offset the parkland dedication requirements. Therefore, in addition to the private parkland included in the proposed project, the payment of parkland dedication in-lieu fees will be required consistent with Code.

As noted above, staff recommends the community use site and/or park be located adjacent to the creek near the trail connection to allow maximum enjoyment of the creek amenity and increased use of the trail. Consideration should also be given to increasing the size of usable open space for the subdivision.

The project also includes a drainage area at the base of the eastern hill. Portions of the drainage area are visible from B Street and D Street. The remainder of the drainage

area has lots backing on to it which will contain view fences. The applicant has indicated the drainage area would include shade trees and benches along the neighborhood sidewalks. A detailed plan will need to be submitted with the application in order to understand where the trails and benches are located to ensure maximum use and visibility.

PG&E currently has a creek crossing and an access road starting at Heidorn Ranch Road for access to their site located to the west near Hillcrest Avenue. The applicant is proposing to use this creek crossing and access road as a trail connection for the subdivision's access to the public trail on the north side of Sand Creek. As part of the application submittal, PG&E will need to sign off on the applicant's proposed use of the PG&E facilities.

The hillside areas to the east and west of the project site would remain undeveloped. The applicant has indicated that the areas will continue to remain in dry-farmed agricultural production. Upon submittal of the future development application, staff requests the applicant provide additional detail for the use and on-going maintenance of the undeveloped areas. If it continues to be dry-farmed, access should be described as well as the interface with the proposed residential units. The discussion should also detail fire prevention measures proposed. In addition, the submitted application should include a description of the purpose of the deed restriction for the 8-acre parcel on the western hill.

Issue #6: Circulation

As described above, the preliminary site plan shows two gated entrances into the eastern portion of the project and one gated entry to the western portion of the site. These entrances from Hillcrest Avenue to the eastern portion of the site would require a right-turn lane to prevent queuing onto Hillcrest Avenue. The entrances need to be redesigned to allow a six to eight vehicle cue for the gate. In addition, the entrance needs to be double wide to allow a vehicle to pass at the control panel. The proposed application shall include the gate swings on the plans to allow staff review for adequacy. In addition, as noted above, the entrances should be relocated to break up the long blocks along Hillcrest Avenue. In addition, as noted below, staff recommends the gated entrance to the western portion of the site be removed and a public street constructed.

The applicant has located the Hillcrest Avenue extension at the base of the western hill. Hillcrest Avenue right-of-way is shown to cross the property owned by PG&E. PG&E will need to be a signatory on the development application in order to ensure that they are in agreement with the location of the proposed roadway right-of-way on their property.

Hillcrest Avenue is proposed to connect to the Ginochio Focus Area to the south. The Ginochio Focus Area is located south of the Sand Creek Focus Area and is currently unincorporated in Contra Costa County. Based upon the location of the Ginochio Focus Area, should the area be annexed, it could be located in either Brentwood or Antioch.

Hillcrest Avenue could extend further south to Balfour Road in Brentwood if the Ginochio Focus Area is ever developed. Staff recommends the applicant coordinate with Brentwood to confirm the plan for the connection to the south. In the interim, because the connection to the south could be a long time in the future, staff recommends that the terminus of Hillcrest Avenue be designed with an adequate turnaround until such time that the roadway extends south.

Staff also recommends that the proposed I Street extend to the Albers property to the west in order to maximize circulation in the area. I Street would need to be widened to a minor collector (40 feet) and be a public street; therefore, the residences could not be gated. I Street should also be located along the south property line to create the view lots and remove the narrow undeveloped strip as discussed above.

The end of G Street at the landscape area of Hillcrest Avenue should be redesigned to include a hammerhead/elbow or right-out exit only onto Hillcrest Avenue. In addition, it should be located along the south property line to create view lots and remove the narrow undeveloped strip of land, similar to I Street.

The applicant has noted that the internal streets would have parking on both sides, but sidewalks on only one side of the street. This could be considered for a gated community, and is what was approved for the Vineyards at Sand Creek development to the north. Planning Commission should give consideration whether sidewalks should be provided on both sides of the street to meet City standards.

The Zoning Ordinance requires unrestricted access to the rear yard for recreational vehicles (RV) for 25 percent of single-family lots. The proposed preliminary site plan makes it difficult to provide the required number of RV parking spaces. Requiring RV parking may not be practical for this type of development and could be appropriately excluded by prohibiting RV parking in the development's Covenants, Codes and Restrictions (CC&Rs). Prohibiting RV parking is consistent with other approved subdivisions with similar constraints, including Vineyards at Sand Creek to the north. The ultimate PD zoning would include any variation from these development standards; therefore, the Commission would have the ability to allow flexibility with RV parking for this project.

Issue #7: Infrastructure

The developer is required to provide all infrastructure necessary to serve the site, including utility tie-ins such as water, streets, sanitary sewer, and storm drainage systems. The proposed project includes extending water to the project site by an extension of the 16-inch trunk line in Hillcrest Avenue. The waterline would potentially be looped back to a Heidorn Ranch Road line via a connection over Sand Creek adjacent to the PG&E bridge.

Sewer service would be provided by an extension of the 24-inch line from the Vineyards at Sand Creek project to the north over Sand Creek at the PG&E bridge.

Storm drainage from the developed portions of the project site will be directed to a proposed detention/water quality basin on the eastern slope and flow into San Creek via an outfall structure constructed within the south side of the outfall facility constructed by the Vineyards at Sand Creek project. The basin would provide mitigation for detention, water quality, and hydromodification. The drainage from the western hill will be caught prior to it reaching Hillcrest Avenue and be directed to a new outfall next to the Hillcrest Avenue bridge. Drainage from the eastern hill would remain undisturbed and be allowed to continue draining naturally into the enhanced drainage area at the base of the slope. Staff is concerned about the feasibility of an upslope drainage basin and would need more details to confirm that it will meet stormwater requirements. A detailed drainage report and stormwater control plan should be submitted with the future development application. In addition, details regarding access to the basin for maintenance should be provided.

The maintenance of the utilities within the internal private streets will be addressed in the tentative map conditions of approval and the development agreement.

Issue #8: Architecture, Landscaping and Walls

The applicant has not included any architecture, detailed landscaping, or wall designs with this preliminary plan application. The City's Design Guidelines for single-family residential discusses having entries that incorporate special paving, architectural elements, and landscaping to set the overall tone for the community's character. In addition, the City's Design Guidelines promote high quality architectural design for single-family residential units including: windows, doors, entries with front porches; roof and upper story details; garages; and building materials and finishes. Staff recommends that the future application submittal comply with the Design Guidelines to ensure high quality design.

Issue #9: Other Issues

<u>Outside Agency Comments</u>
To date, staff has received no comments from outside agencies.

Issued #10: Conclusion

The purpose of a preliminary plan is to gather feedback from the Planning Commission 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. Staff suggests the following, along with any issues brought up by the Planning Commission, be considered by the applicant.

Policy Discussion by the Planning Commission

- Consideration of the General Plan Amendment to change from senior housing to allow small-lot market rate housing.

Modifications to the Project Design

- Take maximum advantage of the Sand Creek amenity.
- Relocate useable open space to adjacent to Sand Creek and the proposed trail connection.
- Break up the long block lengths.
- Increased landscaping along Hillcrest Avenue.
- Incorporate I and G Street view lots.
- Redesigned entrances on Hillcrest Avenue.
- Interim turnaround area at terminus of Hillcrest Avenue.
- I Street as a public minor collector and extended to Albers property to the west.
- Redesigned terminus of G Street.
- Consideration of sidewalks on both sides of internal streets.

Items to be Submitted with the Future Development Application

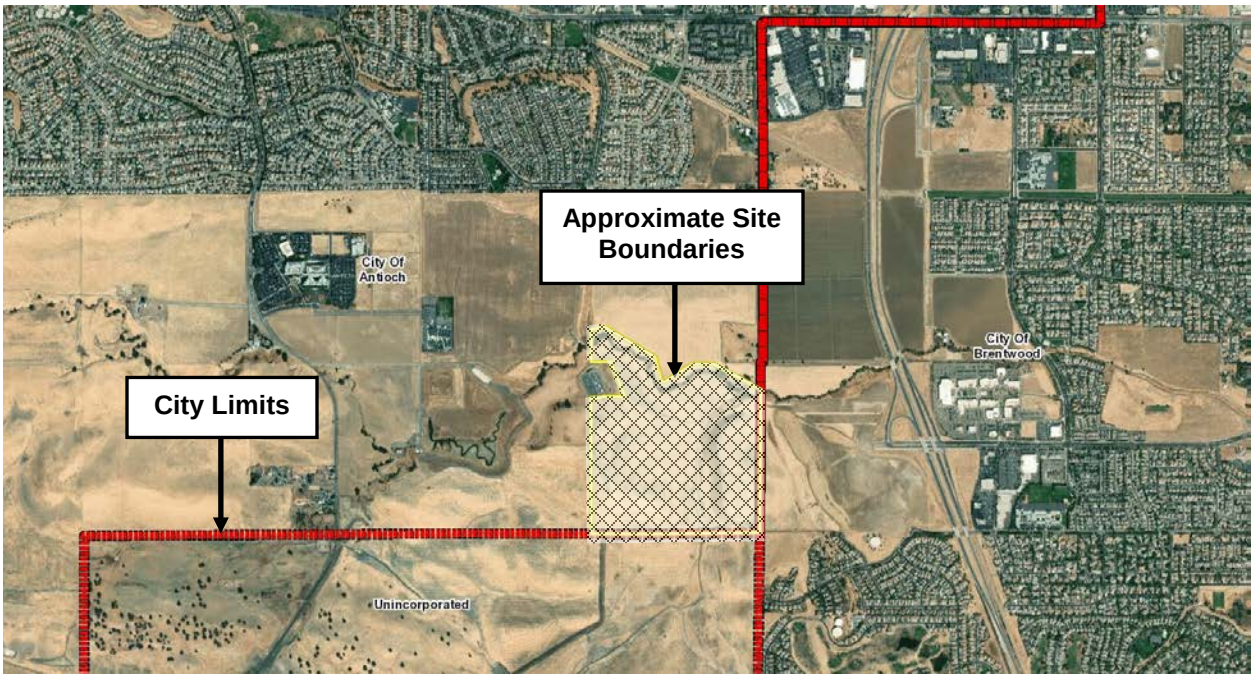
- Fiscal impact analysis.
- Visual and written compliance with Hillside Development Policies.
- Detailed description of parks and trails, including as they relate to enhanced drainage area.
- Description of open space areas, access, maintenance, and fire prevention.
- Coordination with PG&E.
- Coordination with City of Brentwood on future Hillcrest Avenue and Balfour Road connection.
- Detailed drainage report and stormwater control plan.

ATTACHMENTS

A. Project Vicinity Map
B. Sand Creek Focus Area General Plan Map
C. Applicant's Creekside – Vineyards at Sand Creek Project Description
D. Creekside Conceptual Site Plan
E. Creekside Preliminary Grading Plan
F. Creekside Landscape Concept

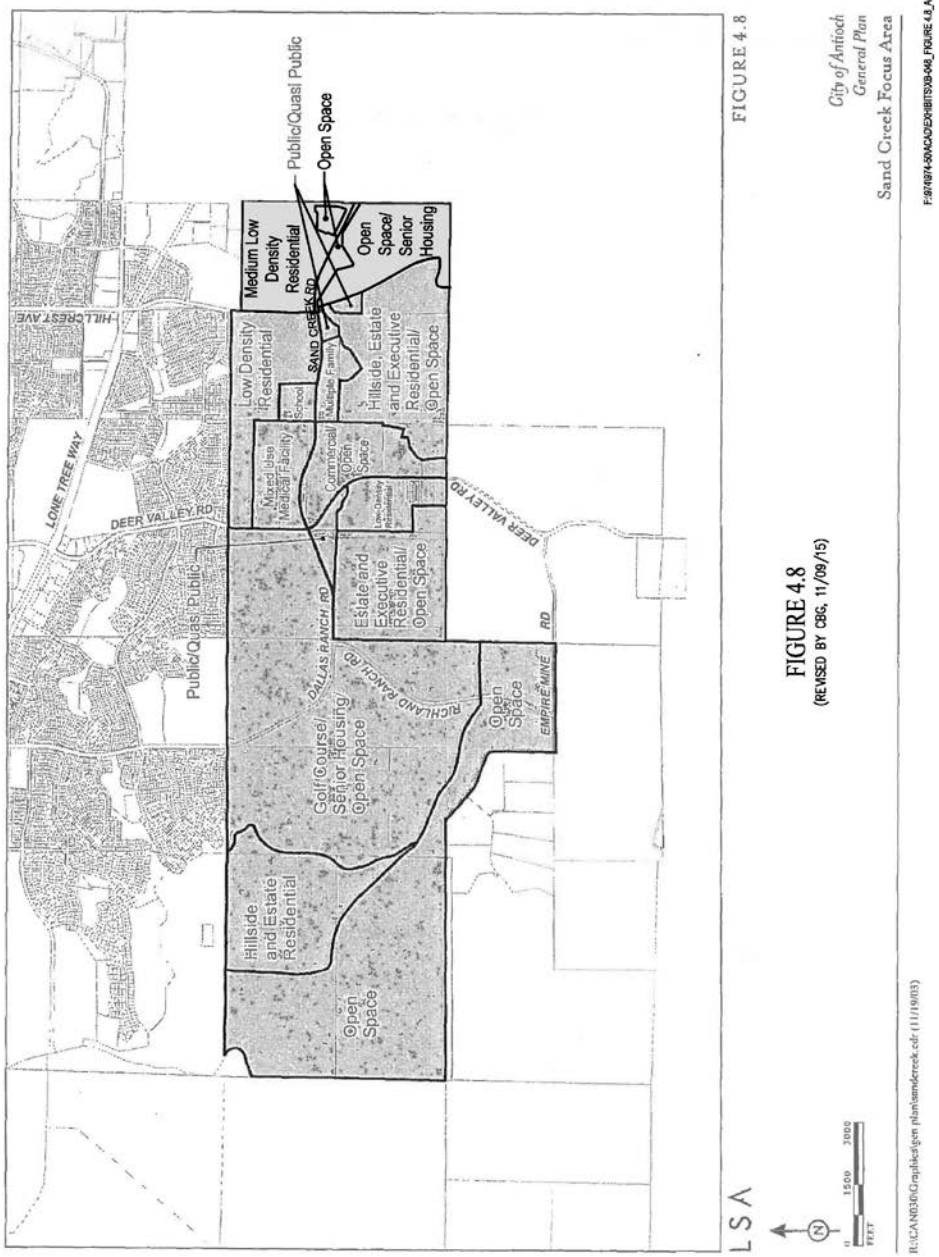
ATTACHMENT "A"

PROJECT VICINITY MAP



ATTACHMENT "B"

Figure 4.8: Sand Creek



ATTACHMENT "C"

"Creekside – Vineyards at Sand Creek" Project Description

A. PROJECT SITE

1. Location

The approximately 158-acre **Creekside/The Vineyards at Sand Creek Project** is a continuation of the Promenade/Vineyards at Sand Creek Project approved by the City of Antioch in 2016, and is located in southeast Antioch in the Sand Creek Focus Area of the Antioch General Plan. The City of Antioch is located in eastern Contra Costa County and is bordered to the north by the San Joaquin River Delta; to the east by the City of Brentwood and the City of Oakley; to the west by the City of Pittsburg and unincorporated portions of the County; and to the south by unincorporated portions of the County.

2. Surrounding Land Use

The project site is currently undeveloped and adjacent to entitled yet undeveloped residential land uses including Promenade/Vineyards at Sand Creek residential project to the north, and the Aviano residential project to the northwest. Additionally, Sand Creek and a deed-restricted buffer from Sand Creek borders the northern boundary of the project site. Sand Creek is a deeply incised channel, with it's top of bank defined by a change in elevation of 14-feet – from the 150 contour to the flowline at the 136 contour. To the east are undeveloped parcels in the City of Brentwood, planned for future residential development, to the south is undeveloped dry-farmed land outside Antioch's Sphere of Influence and Planning Area, and to the west is a PG&E facility and privately owned land planned for future residential development in the City of Antioch's General Plan.

3. Site Characteristics

The project site consists of both on-site (referred to as the "Project Site") and off-site impact areas. These areas are described in detail below.

a. **Project Site.** The 158-acre proposed Creekside/VSC project site is comprised of one undeveloped parcel (APN 057-050-024). The site is generally rectangular, however the northern boundary shifts north and south in an irregular shape, following the alignment of Sand Creek. The site's terrain is characterized by a flat valley bordered by hill forms on the west and east side. Elevations onsite range from 150 to 325 feet above mean sea level. The central flat area topography falls from southwest to northeast at approximately 1 to 2 percent slope. A shallow area exists at the base of the eastern hillslope and appears to collect local natural drainage during rainfall events, draining into Sand Creek. Sand Creek, a tributary of Marsh Creek, flows in a northeasterly direction and is on the Project Site, but north of the proposed Project Site improvements. The Project Site has been dry-land farmed since the 1930s and consists primarily of non-native vegetation. At least nine energy and communication easements exist on the Project Site, affecting the western and eastern portions of the Project Site, and the southern boundary. Previous and existing, pipelines run below ground and cross Sand Creek and the natural drainage area in a number of locations.

b. **Off-Site Impact Areas.** The proposed project includes two off-site impact areas. Both affect the Promenade/VSC Project site to the north, and were anticipated with that previous approval.

The first off-site impact area facilitates the construction of an extension of Hillcrest Avenue (112-foot right of way) to create a new intersection with the planned Sand Creek Road. Improvements would include roadway and utility connections for approximately 100 feet. These improvements (i.e. Hillcrest Avenue roadway, utilities) would affect approximately 0.25 acres off-site. This off-site area is primarily flat and located north of the Creekside/VSC Project, on the Promenade/VSC Project site. Hillcrest Avenue in this location is identified in the City General Plan, and its alignment has been very carefully planned to span Sand Creek at the least impactful location, and provide permanent access to the existing PG&E facility and beyond.

The second off-site impact area facilitates the construction of sewer and water connections across Sand Creek near Heidorn Ranch Road. The Promenade/VSC Project proposes to extend these utilities and their easements (located west of Parcel E, Subdivision 9360) to the south of the ultimate Sand Creek Road right of way. The Creekside/VSC Project will extend these utilities further south to the Project Site, crossing Sand Creek adjacent to the existing PG&E bridge.

4. Land Use Designations

The Project Site is within the 2,700-acre Sand Creek Focus Area located in the southern portion of the City of Antioch, and as shown on the City's General Plan Land Use Map. The General Plan anticipates this Focus Area developed into a large-scale planned community that provides a mix of housing, commercial and open space opportunities.

The General Plan designates the majority of the Project Site as "Open Space/Senior Housing" The Senior Housing residential Policy "q" states that "senior housing may consist of Single Family Detached, Small Lot Single Family Detached or Multi-Family Attached Housing…". These housing types describe a range of lot sizes permitted including a maximum density of 20 du/acre (MFAH 40 persons per acre), to lots smaller than 7,000 SF (SLSFD 14-18 persons per acre), to lots ranging between 7,000 to 10,000 SF (SFD 8-12 persons per acre).

The Project Site is zoned (S) Study District and the adjacent off-site areas are zoned PD on the Antioch Zoning Map. The Study District zoning is intended as an interim designation, until all land use studies are completed for a development project.

B. PROJECT RESIDENTIAL OBJECTIVE

Similar to the Promenade/VSC Project, the proposed Creekside/VSC project would develop a private gated residential community that includes the flexibility to be developed as market rate or senior single family, consisting of approximately 220 detached residential units.

C. PROPOSED PROJECT

The proposed Creekside/VSC project includes the development of approximately 220 single-family units on approximately 50-acres of the 158-acre site. Approximately two-thirds of the site will remain open space, with much of that remaining in agricultural production. The developed area will include housing, landscaped areas, roadway and utility improvements. A 100-foot extension of Hillcrest Avenue (roadway and utilities), and trunk sewer and water-looping connections, would occur off-site. The following provides a summary of the project's primary components.

1. Residential Concept

The proposed Creekside/VSC project includes approximately 220 single-family residential units on approximately 50 acres south of the future alignment of Sand Creek Road. The Creekside/VSC Project is a continuation of the Promenade/VSC Project to the north, so neighborhood design, restricted or non-restricted housing types, lot size, density and house design will be similar. The average density of the residential development would be approximately 4.6 units per gross acres. Similar to the Promenade/VSC project, at least six (6) different models each with three different elevations would be constructed, on lots ranging from approximately 4,500 to 5,160 square feet. The site could be developed in three phases. The proposed First Phase includes the residential lots east of Hillcrest Avenue and north of the Main Entry. This would also include the community use site. The proposed Second Phase includes the residential lots east of Hillcrest Avenue and south of the Main Entry. The proposed Third Phase includes the residential lots west of Hillcrest Avenue and a park area within the PG&E tower easement along the roadway. If developed as Market Rate, the majority of the homes would be two-story, with two car garages. An Active Adult neighborhood could have a mix of two-story and single-story homes, but this mix will be dictated by future buyer preferences. A 6-foot tall sound wall is proposed behind the home lots backing up to the major thoroughfare (Hillcrest Avenue). View fencing is proposed for lots backing up to the enhanced drainage area.

2. Recreation, Landscaping and Open Space

Based upon comments received from staff at our Pre-Application Conference held June 20, 2018, the proposed project includes a community use site and landscape areas within the residential area. The community use site is sized to accommodate a small multi-purpose building and pool area, but it's ultimate programming will be dictated by future buyer preference. A park area that could accommodate a nice-sized dog park and perhaps bocce courts is proposed within the PG&E easement area in Phase 3 adjacent to the roadway. While an amount of grass area in parks is typically desired for family neighborhoods, outside of field areas, the project will include a notable focus on drought-tolerant and adaptive plant species. The drainage area would be enhanced, and additional shade trees and benches along the neighborhood sidewalks would connect views of this new amenity with a Project trail connection over Sand Creek (utilizing the PG&E bridge) for a pedestrian connection to the Sand Creek Trail to the north. These types of facilities would most likely be private, and available to residents and their guests. A detention/water quality basin to handle the development flows is proposed east of the residential area. No development is proposed atop the western and eastern hill forms, with these areas remaining in agricultural production. Additionally, the Creekside/VSC Project will stay outside of the 400-ft wide (23.7-Acre) Sand Creek Buffer Easement along Sand Creek and the 8-Acre Open Space Easement on top the western hill form. Open space, buffer areas, park areas and landscape areas are depicted on the attached Conceptual Site Plan and Preliminary Grading Plan.

Landscaping would be provided throughout the project site, and would conform to the requirements and provisions of Article 10, Section 9-5.1001 of the Antioch Zoning Code. Project landscaping would consist of street trees, shrubs, groundcover, agricultural plantings and open lawn areas. Both the Main Entry and the Secondary Entrances to the project site would be landscaped, as would the project side (east side) of Hillcrest Avenue including roadway medians. Private landscaping and parks throughout the Project site would be maintained by the HOA or a Landscape and Lighting District (LLD). Individual residences would also be landscaped with trees, shrubs, groundcover and some lawns, and would be

maintained by the individual owners. Public spaces, common spaces and private landscaping areas will have an emphasis on drought-tolerant and adaptive plant species.

The proposed project may also include the on-site preservation and/or purchase (in fee or through conservation easements) of off-site habitat to mitigate for the potential loss of special-status habitat on the project site, if necessary.

3. Circulation, Parking and Streetscape

Vehicular ingress and egress to the Creekside/VSC Project Site would be provided from Hillcrest Avenue via a centrally located Main Entry, a Secondary Entry to the north of the Main Entry, and an EVA/Secondary Entry intersection to the south. The construction of Hillcrest Avenue would span Sand Creek and include sidewalk and landscaping on the east side of the roadway. Right-of-way improvements would be narrowed down to necessary roadway, utilities and pedestrian facilities within the area of the Sand Creek crossing, to be least impactful to this environment. The First Phase neighborhood would include construction of approximately 1,500 lineal feet of Hillcrest Avenue in a 4-lane divided roadway configuration from south of the future Sand Creek Road right-of-way to the Main Entry. The First Phase would also include construction of the northerly Secondary Entry and the Main Entry. Potentially, the project would request initial use of this Secondary Entry for construction and a limited amount of home sales.

Vehicular ingress and egress to the Second Phase of the Creekside/VSC Project would include construction of approximately 1,000 additional lineal feet of Hillcrest Avenue in a 4-lane divided roadway configuration from south of the Main Entry to the southerly EVA/Secondary Entry intersection. The Second Phase would also include construction of the EVA. Potentially, the Project could request phasing in full improvement of the Hillcrest Avenue roadway.

Vehicular ingress and egress to the Third Phase of the Antioch South Project would include construction of the southern Secondary Entry on the west side of Hillcrest Avenue, across from the Phase 2 EVA.

A Traffic signal would be installed at the Main Entry, and pedestrian access to the site would be provided by a sidewalk located on Hillcrest Avenue adjacent to the project site. Pedestrian facilities are not proposed on the west side of Hillcrest Avenue. Upon PG&E quitclaim of its existing bridge when direct access via Hillcrest Avenue is provided, an additional pedestrian connection to and from the Creekside/VSC Project could be facilitated over Sand Creek towards the Sand Creek Trail and Heidorn Ranch Road, on this bridge.

Interior vehicular circulation would be provided by a traditional grid pattern of private two-way streets that connect back to the entrances. The private streets are proposed with a 41-ft right of way (36-ft curb to curb with a 5-foot attached monolithic sidewalk on one side of the street). The street section will allow two-way traffic and parking both sides. Each residential unit would have a two-car garage and driveway with additional street parking.

4. Utilities and Infrastructure

As the project site is currently undeveloped, public utilities including potable water, sanitary sewer, improved stormwater drainage, improved power, and telecommunication services are not currently provided on the site. The following describes how the project proposes to improve the site to provide these standard services.

a. Water Service. Potable water would be distributed to the Creekside/VSC project site by an extension of the 16-inch Zone III trunk line in Hillcrest Avenue. The waterline would potentially be looped back to a Heidorn Ranch Road line via a connection over Sand Creek adjacent to the PG&E bridge. The City has also indicated an interest in reserving space in Phase 3 to facilitate looping of the waterline within this roadway for the neighboring project to the west.

b. Sanitary Sewer. Sanitary Sewer service would be provided to the Creekside/VSC project site by an extension of the 24-inch sanitary sewer pipe from the Promenade/VSC Project extended over Sand Creek adjacent to the PG&E bridge.

c. Storm Water. The project site has historically been cultivated with dry-land farming crops and naturally drains to the east and northeast. The site is within the Sand Creek Drainage Area, and is located just downstream of the regional detention facility that the Contra Costa County Flood Control District recently built. Storm drainage from the *developed portions of the Project site* (Hillcrest Avenue and the neighborhoods) will be directed to the detention/water quality basin, and flow into Sand Creek via an outfall structure constructed within the south side of the outfall facility constructed by the Promenade/VSC Project. The basin would provide mitigation for detention, water quality and hydromodification. The *western hillslope drainage* will be caught prior to it reaching Hillcrest Avenue, and directed north to a new outfall next to the Hillcrest Avenue Bridge. The *eastern hillslope* will remain undisturbed, and allowed to continue draining naturally into the drainage area, as it does today.

d. Power and Communications. Electricity to the Creekside/VSC project site would be provided by PG&E. AT&T provides telephone and DSL service and Comcast and Astound provide cable television and internet services citiwide. Dry utilities, electrical, gas, and technology lines would be extended from those existing beneath Hillcrest Avenue.

5. Project Construction

Project grading would be balanced onsite. As explained above, the proposed Creekside/VSC project would be built in three main phases. The First phase of the project would commence in 2021 and the final phase of construction is expected to be completed in 2025, barring a repeat of the most recent housing meltdown.

D. DISCRETIONARY ACTIONS

The proposed project would require a series of discretionary actions as described below.

1. General Plan Amendment.

The project would require the approval of a General Plan Amendment to add the option of market rate or senior residential by replacing it with a Medium Low Density Residential designation.

2. Master Development Plan/Planned Development Rezone.

The project would require the approval of a Master Development Plan and Planned Development Rezone. The Master Development Plan and PD District would list the development standards applicable to the project site, including setbacks, lot sizes and building heights.

3. Vesting Tentative Map.

Vesting Tentative Map approval is required to authorize subdivision of the project site into multiple parcels to accommodate approximately 220 single family residential units as well as public roadway, parks and open space parcels.

4. Use Permit.

A Use Permit is required to further clarify the details of each phase of the proposed project and to ensure that each component complies with established provisions of the proposed PD District.

5. Design Review.

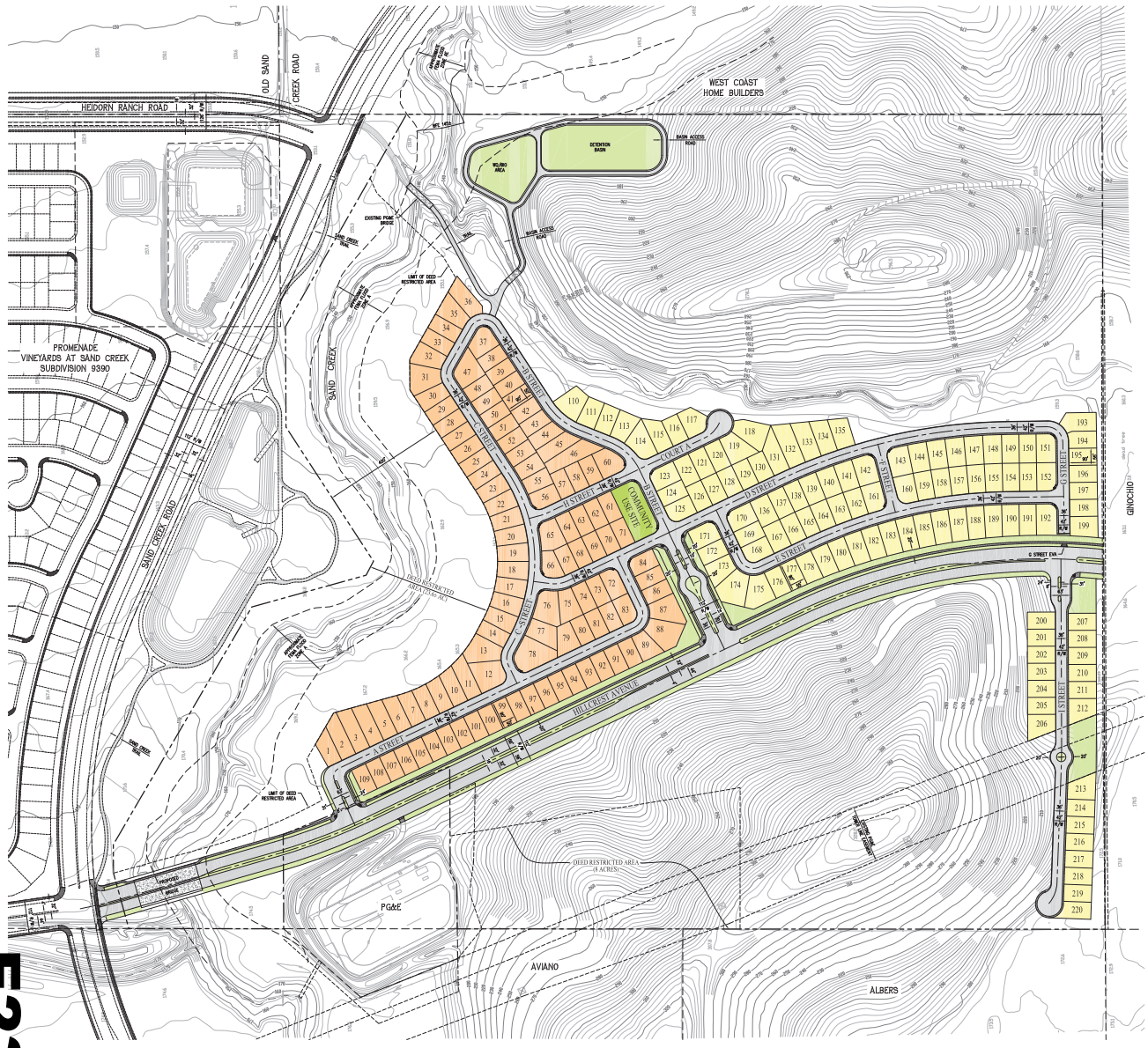
Design Review is required to authorize the proposed building conceptual architecture, landscaping, and site design of the residential community and to ensure consistency with the City of Antioch's General Plan and Zoning Ordinance design policies and criteria, except where specifically amended by the approvals.

6. Development Agreement.

It is anticipated that a Development Agreement approval will be requested.

END

ATTACHMENT "D"



E23

GENERAL NOTES

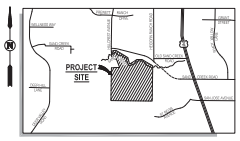
1. PROPERTY OWNERS: PETER EUGENE GINOCHIO, ET AL
2. APPLICANT/DEVELOPER: GBN PARTNERS, LLC, 3933 BLACKHAWK ROAD, DANVILLE, CA 94506
3. ENGINEER: CARLSON, BARBEE, & GIBSON, INC., 2633 CAMINO RAMON, SUITE 350, SAN RAMON, CA 94583, PHONE: (925) 866-0322, ANDREA BELLANCA P.E., RCE 61806
4. USE: EXISTING: AGRICULTURAL; PROPOSED: SINGLE FAMILY DETACHED RESIDENTIAL
5. GENERAL PLAN: EXISTING: SAND CREEK FOCUS AREA WITH SUBDESIGNATIONS OF "OPEN SPACE/SENIOR HOUSING"; PROPOSED: SAND CREEK FOCUS AREA WITH SUBDESIGNATIONS OF "MEDIUM LOW DENSITY RESIDENTIAL" AND "OPEN SPACE"
6. ZONING: EXISTING: STUDY AREA; PROPOSED: PLANNED DEVELOPMENT (PD)
7. LAND AREA SUMMARY:

RESIDENTIAL LOT AREA	27.6± ACRES
PRIVATE OPEN SPACE IN DEVELOPED AREA	3.3± ACRES
PRIVATE OPEN SPACE WEST OF HILLCREST AVENUE	33.0± ACRES
PRIVATE OPEN SPACE EAST OF DEVELOPED AREA	46.2± ACRES
PUBLIC STREET (HILLCREST AVENUE)	9.0± ACRES
PRIVATE STREET	6.7± ACRES
DEED RESTRICTED OPEN SPACE	31.6± ACRES
BASIN, QUALITY/DETENTION, BIORE.	3.0± ACRES
TOTAL AREA	162.2± ACRES

8. TOTAL NO. OF EX LOTS: 1
9. TOTAL NO. OF PR. LOTS: 220

MIN LOT SIZE:	4,505± SF
AVG LOT SIZE:	5,473± SF

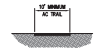
10. LOT MIX MAY BE "MARKET RATE" AND/OR "ACTIVE ADULT".
11. TOTAL LOT COUNT MAY INCREASE DEPENDING ON INCLUSION OF DUET UNITS, AND MIXING LOT SIZE WITHIN NEIGHBORHOODS.
12. LOT BREAKDOWN:
    - 109 LOTS (50' x 90' MIN) (NORTH OF B STREET)
    - 111 LOTS (55 x 90' MIN) (SOUTH OF B STREET)
    - 220 LOTS TOTAL
13. DENSITY: 220 DWELLING UNITS/156.2 ACRES = 1.4 DWELLING UNITS/AC (GROSS); 220 DWELLING UNITS/47.7 ACRES = 4.6 DWELLING UNITS/AC (NET)
14. APN: 057-050-024
15. CONTOUR INTERVALS: EXISTING = 2 FOOT; PROPOSED = 2 FOOT
16. PROPOSED GRADING AS SHOWN IS PRELIMINARY. FINAL GRADING IS SUBJECT TO FINAL DESIGN.
17. ALL GRADING WILL BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER AND REPORT REGARDING THIS PROJECT.
18. MAXIMUM CUT OR FILL SLOPE IS 2:1.
19. ALL TREES AND FENCES WITHIN DEVELOPED AREA TO BE REMOVED, UNLESS NOTED OTHERWISE.
20. ALL EXISTING STRUCTURES TO BE REMOVED, UNLESS NOTED OTHERWISE.
21. BOUNDARY IS PER RECORD INFORMATION.
22. PROPOSED DEVELOPED AREA IS NOT SUBJECT TO INUNDATION.
23. ALL INTERIOR STREETS ARE PRIVATE TO BE MAINTAINED BY HOA WITH UTILITY EASEMENTS DEDICATED TO THE CITY OF ANTIOCH.
24. HILLCREST AVENUE SHALL BE A PUBLIC ROADWAY DEDICATED TO THE CITY OF ANTIOCH.
25. MULTIPLE FINAL MAPS MAY FILED ON THE LANDS SHOWN ON THIS MAP. A MASTER FINAL MAP MAY BE FILED TO CREATE SELLABLE PARCELS.



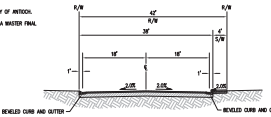
VICINITY MAP
NOT TO SCALE

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN
			50' x 90' LOTS (NORTH OF B STREET)
			55' x 90' LOTS (SOUTH OF B STREET)



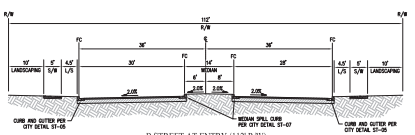
TYPICAL TRAIL SECTION
NOT TO SCALE



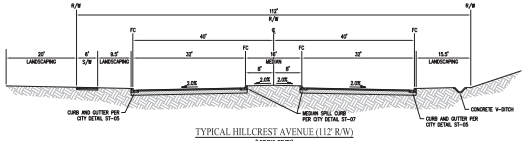
TYPICAL RESIDENTIAL STREET (42' R/W)
PRIVATE
NOT TO SCALE



BASIN ACCESS ROAD
NOT TO SCALE



B STREET AT ENTRY (112' R/W)
PRIVATE
NOT TO SCALE



TYPICAL HILLCREST AVENUE (112' R/W)
(LOOKING SOUTH)
PUBLIC
NOT TO SCALE

SHEET INDEX

1	CONCEPTUAL SITE PLAN
2	PRELIMINARY GRADING PLAN
3	LANDSCAPE CONCEPT

VERTICAL DATUM: NGVD 29

CONCEPTUAL SITE PLAN
CREEKSIDE
VINEYARDS AT SAND CREEK
PRELIMINARY DEVELOPMENT PLAN (PDP)
SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: SEPTEMBER 12, 2018
JOB NO.: 974-51

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SACRAMENTO • (916) 375-1877
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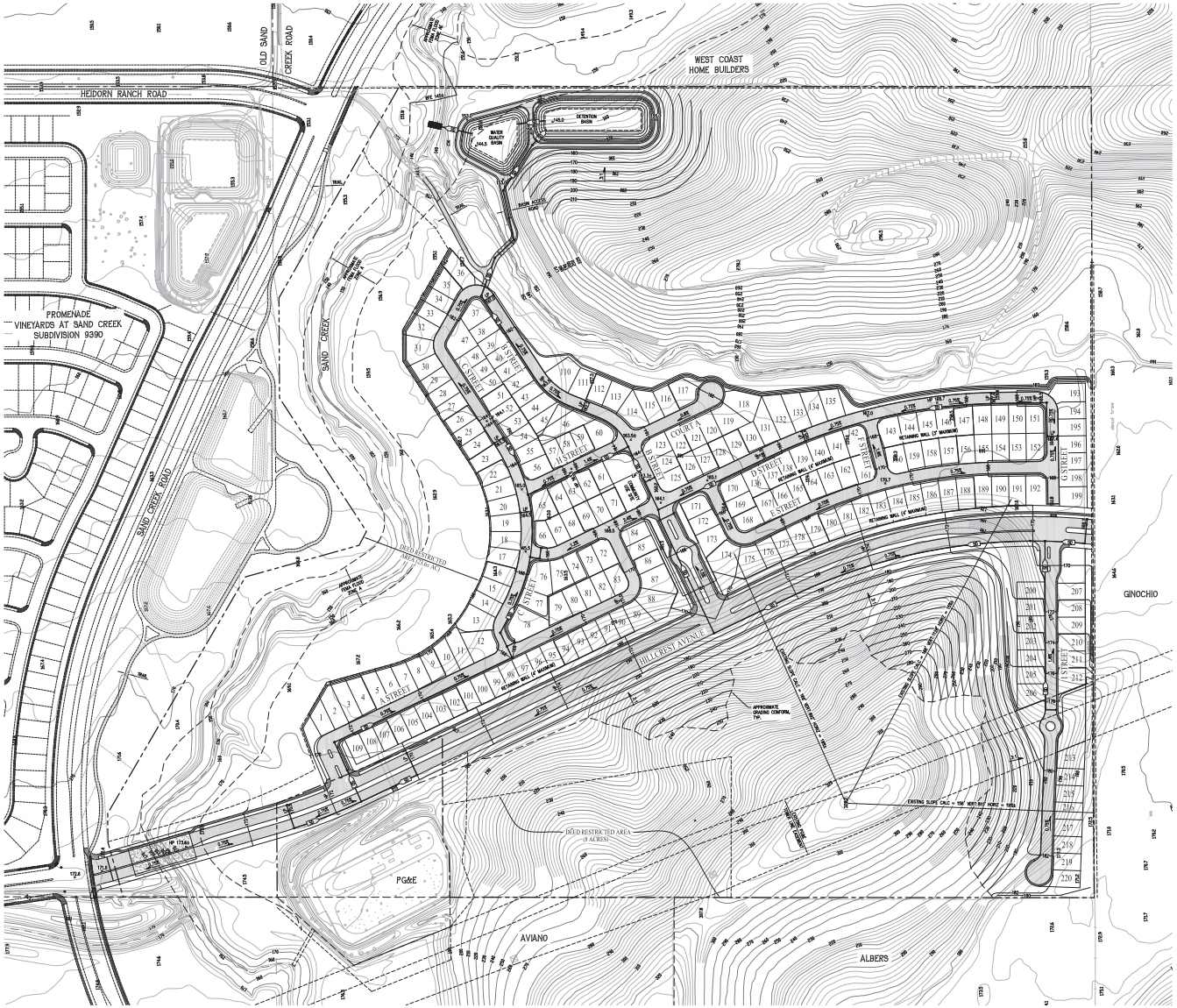
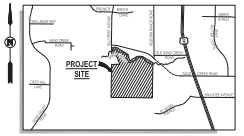
SHEET NO. 1 OF 3 SHEETS

ATTACHMENT "E"





VICINITY MAP
NOT TO SCALE

LEGEND

EXISTING	PROPOSED	
		PROJECT BOUNDARY
300	300	MAJOR CONTOUR LINE
228	228	MINOR CONTOUR LINE
		LOT LINE
		STORM DRAIN

VERTICAL DATUM: NGVD 29

PRELIMINARY GRADING PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK
PRELIMINARY DEVELOPMENT PLAN (PDP)
SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: SEPTEMBER 12, 2018
JOB NO.: 974-51

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SHEET NO. 2 OF 3 SHEETS

E25

ATTACHMENT "F"



LANDSCAPE CONCEPT

CREEKSIDE

VINEYARDS AT SAND CREEK

PRELIMINARY DEVELOPMENT PLAN (PDP)

SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100'

DATE: SEPTEMBER 12, 2018

JOB NO.: 974-51

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SHEET NO. 3 OF 3 SHEETS

E27

CITY OF ANTIOCH
PLANNING COMMISSION

Regular Meeting **December 5, 2018**
6:30 p.m. **City Council Chambers**

Chair Parsons called the meeting to order at 6:30 P.M. on Wednesday, December 5, 2018 in the City Council Chambers. She stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, December 12, 2018.

ROLL CALL

Present:	Commissioners Schneiderman, Motts, Martin, Soliz, Zacharatos, and Chair Parsons
Absent:	Vice Chair Turnage
Staff:	Director of Community Development, Forrest Ebbs
	Captain, Tony Morefield
	Project Manager, Ken Warren
	Planning Manager, Alexis Morris
	Associate Planner, Kevin Scudero
	Contract Planner, Cindy Gnos
	Interim City Attorney, David Richie
	Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes: **October 17, 2018**
November 7, 2018

On motion by Commissioner Zacharatos, seconded by Commissioner Martin, the Planning Commission approved the minutes of October 17, 2018 and November 7, 2018, as presented. The motion carried the following vote:

AYES:	***Schneiderman, Motts, Martin, Soliz Zacharatos and Parsons***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Turnage***

NEW PUBLIC HEARING

2. Z-18-08 – 211 & 215 West 19th Street Rezone – Lloyd Arnold requests Planning Commission approval to rezone the properties at 211 and 215 West 19th Street (APN's 067-264-011, 067-264-002) from Single Family Residential (R-6) to Convenience Commercial (C-1).

Associate Planner Scudero presented the staff report dated November 30, 2018 recommending the Planning Commission approve the resolution recommending that the City Council approve the proposed rezone of 211 and 215 West 19th Street (APN's 067-264-011, 067-264-002) (Z-18-08).

Chair Parsons opened and closed the public hearing with no members of the public requesting to speak.

RESOLUTION NO. 2018-30

On motion by Commissioner Zacharatos, seconded by Commissioner Soliz, the Planning Commission approved the resolution recommending that the City Council approve the proposed rezone of 211 and 215 West 19th Street (APN's 067-264-011, 067-264-002) (Z-18-08). The motion carried the following vote:

AYES:	***Schneiderman, Motts, Martin, Soliz, Zacharatos and Parsons***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Turnage***

3. PDP-18-02 – Creekside Vineyards PDP – GBN Partners requests review of a preliminary development plan, which is not an entitlement, of a proposal to develop approximately 50 acres or a 158-acre site into a residential community of approximately 220 residential units. The units could be market rate or age-restricted for seniors. The project site is located southwest of the intersection of Heidorn Ranch Road and Old Sand Creek Road, south of the approved Vineyards at Sand Creek (a.k.a. Promenade) project within the Sand Creek Focus Area. The site is identified by the following Contra Costa County Assessor's Parcel Numbers (APN: 057-050-024).

Contract Planner Gnos presented the staff report dated November 30, 2018 recommending the Planning Commission provide feedback to staff regarding the proposal and to provide direction to the applicant for the Final Development Plan submittal.

In response to Commissioner Motts, Contract Planner Gnos clarified that the change in the MLDR designation would allow for a mix of senior and market rate housing. She stated it would be possible to have a designation for larger lot sizes on the market rate product and single story/smaller lots on the senior portion.

In response to Commissioner Martin, Planning Manager Morris reported that the nearest high school was Dozier Libby Medical High School and when this item was a development application, it would be routed to all school districts so they could provide feedback. She clarified that Hillcrest Avenue would have a bus stop and the exact location would be determined by Tri Delta transit. She noted this would be a gated community so if they wanted a senior shuttle, the developer would have to work directly with Tri Delta Transit.

In response to Chair Parsons, Planning Manager Morris explained that staff had made recommendations on the plan to the applicant and Planning Commission. She noted the applicant, being on an aggressive schedule, asked for the meeting this evening which limited the time that they could work with the applicant on the recommendations or revisions. She further noted it was a preliminary process and it would not be fruitful to ask them to revise plans prior to this meeting because the Planning Commission may or may not agree with staff's recommendations.

In response to Commissioner Schneiderman, Contract Planner Gnos stated the CEQA analysis had not been done yet; however, when the Aviano project changed from senior to single family, the increase in traffic did not significantly change the levels of service.

Planning Manager Morris added that the City had market rate single family products smaller than 5000 to 6000 square foot lots and the most recent entitled were approximately 5000 square foot.

In response to Commissioner Soliz, Planning Manager Morris clarified that this gated community would be required to have an HOA that would be responsible for maintaining the park facilities. Additionally, she noted new residential development would be required to annex into the Police Community Facilities District.

Chair Parsons opened the public hearing.

Matt Beinke, GBN Partners representing the applicant thanked staff for bringing the project to the Commission this evening. He noted their goal was to get direction from the Planning Commission so they could begin the application process. He explained this was another phase of the Vineyards at Sand Creek and the process was to mimic that analysis, vision, design and planning. He stated that they would rather do an analysis for both senior and market rate so all questions regarding the impacts could be answered thoroughly.

In response to Commissioner Motts, Mr. Beinke stated that he believed one-third of the project would be market rate on the smaller lots, and the balance would be active adult. He explained that with regards to I Street, they would have to meet with the neighboring property owner to determine how to move forward with a gate for the area. With regards to the location and size of the public use area, he noted at this point it was somewhat arbitrary as the market rate product may slightly change it.

Chair Parsons stated she believed this project was an extension of what had already been approved and she liked that it would be consistent.

Lewis Broschard, Deputy Fire Chief and Interim Fire Marshall for Contra Costa County, thanked staff for providing copies of their letter to the Commission and staff this evening. He expressed concern with the plans for development in the Sand Creek Focus area because fire, EMS protection, and infrastructure was not adequate to serve future development in the area. He noted a funding mechanism was needed to cover the ongoing cost of personnel and equipment.

In response to Commissioner Martin, Chief Broschard explained that they were limited in what they could require by the California Fire Code or California Building Code; however, they could make recommendations to exceed those requirements. He noted current codes were years behind current issues and trends. He further noted they were willing to speak with developers on innovative ideas that may not be code requirements but would be best practices to mitigate issues.

Commissioner Martin stated his concern was for the area east of the project noting there was no access readily available.

Chief Broschard stated this was a preliminary design and he believed the developer would recognize that certain access points needed to be addressed in future plans.

In response to Commissioner Zacharatos, Director of Community Development Ebbs commented that The Ranch Initiative included an offer of dedication for a fire station and the City collected a fire facilities fee on every building permit issued. He noted that development could move forward without a fire station; however, it was in everyone's interest to have a station in the area. He explained that the location for the proposed fire station was just to the northwest of this project.

Chief Broschard explained that the station was approximately one and a half miles away and travel time was two and a half minutes. He noted currently the closest station was on Folsom Drive, approximately three and a half miles away.

In response to Commissioner Soliz, Director of Community Development Ebbs stated that it would be possible to meter development based on when infrastructure is built; however, there would need to be a really good reason to meter development.

Chair Parsons closed the public hearing.

Commissioner Motts stated he believed the fire station and staffing of the facility was a problem; however, he would recommend a political fix to raise funds for the project. He noted he felt this project was an extension of what was already approved. He further noted he would like to see the senior housing component. He voiced his support for the staff recommendations.

Commissioner Martin recommended the following items be addressed:

- Access issue for the fire district
- Location for trash receptacles on narrow lots
- Discussion on the pipeline that runs through the property and potential impacts
- If changed to MLDR, the senior portion of housing should be single story
- Larger park facilities to serve an MLDR project
- Sidewalks on both sides of the street

Commissioner Martin stated he liked all of staff's recommendations and thanked them for doing a thorough job. He noted he felt it was an excellent location for all senior housing. He expressed concern if "I" Street was continued down, there would not be enough room for an extension and agreed that no gate should be built if it was extended.

Commissioner Zacharatos concurred with Commissioner Martin that sidewalks were necessary on both sides of the street and the public recreational area should be enlarged. She supported staff's recommendations and acknowledged their thoroughness.

Commissioner Soliz stated he was impressed with staff's work on the project. He voiced concern regarding public safety as it related to fire service and power lines in the area. He agreed that access issues needed to be resolved for the Fire District. He supported sidewalks on both sides of the street. He discussed the importance of preserving the hillsides. He commented that he looked forward to seeing this project come back with additional modifications.

Commissioner Schneiderman voiced her support for sidewalks on both sides of the street and expanding park facilities. She suggested traffic calming measures on the larger stretches of roads.

Commissioner Motts suggested expanding the public use and open space area and moving it so that it would be adjacent to Sand Creek.

Chair Parsons stated she believed it was a great project. She stated she felt the County needed to address the fire district issues and she hoped that those issues would be resolved by the time this development came to fruition. She wished the applicant luck and stated she looked forward to the project moving forward.

4. **General Plan Update** – The City of Antioch proposes to amend the General Plan to reflect the recent amendments to the Antioch Municipal Code to address Cannabis Businesses. Specifically, the City seeks to amend Table 4.A – Appropriate Land Use Types to include a new land use category of Cannabis Business with reference to the Antioch Municipal Code. Additional minor text amendments may also be considered.

Director of Community Development Ebbs presented the staff report dated November 30, 2018 recommending the Planning Commission adopt the resolution recommending approval of an amendment to the General Plan to reflect the recent amendments to the Antioch Municipal Code to address Cannabis Businesses. He distributed a revised map for the Eastern Waterfront Employment Focus Area and recommended the Planning Commission adopt the resolution with the substitutions recommended by staff this evening.

Chair Parsons opened and closed the public hearing with no members of the public requesting to speak.

In response to Commissioner Martin, Director of Community Development Ebbs stated that they were not confident the changes that the Housing Bill regarding transit oriented development adjacent to BART stations would have an impact in Antioch.

Chair Parsons stated she believed the Hillcrest Specific Plan should have already been put in motion.

In response to Commissioner Soliz, Director of Community Development Ebbs clarified that they were trying to correct the General Plan and Zoning to eliminate conflicts and provide clarity. He noted this action would insert cannabis business into the business park areas, where the cannabis overlay occurred and clarify that it was Council's intent to entertain applications. He commented that those applications would still have to come to the Planning Commission prior to going to Council.

Commissioner Soliz stated that he believed the reason Wightman Lane was rezoned was because residents on Phillips Lane were not interested in becoming part of the sanitation district as it was expanding.

In response to Commissioner Soliz, Director of Community Development Ebbs stated this change would have no impact with their involvement with the sanitation or sewer district.

RESOLUTION NO. 2018-31

On motion by Commissioner Martin, seconded by Commissioner Motts, the Planning Commission adopted the resolution recommending approval of an amendment to the General Plan to reflect the recent amendments to the Antioch Municipal Code to address Cannabis Businesses plus minor additional changes including the new document pages 4.9 – 4.14 and 4-32 as presented this evening by staff. The motion carried the following vote:

AYES:	***Schneiderman, Motts, Martin, Soliz, Zacharatos and Parsons***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Turnage***

ORAL COMMUNICATIONS

In response to Commissioner Motts, Director of Community Development Ebbs stated that he would be ordering binders for the Planning Commission and they should be available in approximately 30-days.

Commissioner Motts wished everyone a Merry Christmas.

On behalf of the Commission, Chair Parsons wished everyone a Merry Christmas and Happy Holiday.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Commissioner Motts reported that the last Transplan meeting had been cancelled.

ADJOURNMENT

Chair Parsons adjourned the Planning Commission at 7:57 P.M.

Respectfully Submitted,
Kitty Eiden

ATTACHMENT F

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE PARKS AND RECREATION COMMISSION

DATE: Regular Meeting of December 17, 2020

TO: Parks and Recreation Commission

SUBMITTED BY: Vicky Lau, Junior Engineer VL

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

SUBJECT: Creekside Vineyards at Sand Creek Subdivision 9501 Determination of the Dedication of Land or Payment of Park-In-Lieu Fees

---

RECOMMENDED ACTION

It is recommended that the Parks and Recreation Commission adopt the resolution and forward to the Planning Commission a determination that the Creekside Vineyards at Sand Creek Subdivision 9501 is subject to a payment of $330,000 of park land dedication park-in-lieu fees and that the payment of fees is subject to credit reimbursement in accordance with the City's Municipal Code (Code) and to condition the "Private Park" to meet all the City's park design standards.

BACKGROUND

The applicant proposes a new residential subdivision (Creekside Vineyards at Sand Creek) that would create 220 new single-family residential lots on an existing undeveloped parcel on the southerly end of the City of Antioch and east of the southerly extension of Hillside Avenue after crossing Sand Creek Road and Sand Creek.

The Subdivision Ordinance (Section 9-4.1002) requires the dedication of land for the development of parks or the payment of park-in-lieu fees or both for all new subdivisions creating five or more lots. The Code requires that the Parks and Recreation Commission forward a determination of the needed land dedication or fees to the Planning Commission for consideration with the proposed subdivision map.

The Code includes a formula for determining the required land dedication and the corresponding park-in-lieu fees. The City strives to provide 5.0 acres of land for each 1,000 persons. The number of persons per dwelling unit is determined by the Code and is shown in the following table along with corresponding land dedication and park-in-lieu fee requirements.

Agenda Item #
F1

Unit Category	Average Persons/Unit	Land Dedication/Unit	In-Lieu Fees/Unit
Single-Family, Detached	3.0	0.015 acres	$ 1,500
Single-Family, Attached	2.2	0.011 acres	$1,100
Duplexes	1.9	0.0095 acres	$950
Multi-Family	1.9	0.0095 acres	$950
Mobile Homes	1.9	0.0095 acres	$950
Senior Housing	1.5	0.0075 acres	$750

This project would ordinarily require a dedication of 3.30 acres (143,748 square feet) of land. However, Section 9-4.1005(B) states that subdivisions creating 50 dwelling units or more must dedicate land at the option of the City or pay the park-in-lieu fees. The project dedication and payment requirements are described in the following table:

	Persons	Land Dedication	In-lieu Fees
Per Unit	3 persons	0.015 acres	$ 1,500
Project Total	660 persons	3.30 acres	$330,000

In general when determining whether land should be dedicated, the Parks and Recreation Commission is directed to consider the General Plan; any applicable adopted Specific Plan; the topography, geography, access, and location of land in the subdivision available for dedication; the size and shape of the subdivision and the land available for dedication; the feasibility of dedication; the compatibility of dedication with the General Plan and/or Specific Plan; and the availability of previously acquired park property.

Based on the Vesting Tentative Map, Creekside Vineyards at Sand Creek Subdivision 9501 submitted, the following parcels are reserved as park parcels.

Parcel	Designation	Acres	Owner	Comments
"B"	Community Center	0.42	HOA	Qualify as private park
"C"	Park Parcel	2.84	HOA	Qualify as private park
"G"	Park Parcel	0.17	HOA	Qualify as private park
"J"	Park Parcel	0.49	HOA	Qualify as private park
Total	Park Parcels	3.94	HOA	Parcels "B" and "C" are contiguous

The total acreage is 3.94 acres (171,626 square feet) dedicated as parks which exceeds the 3.30 acres required. However, all four park parcels are deemed as "Private Park" and will be maintained by the Homeowners Association (HOA) formed by this subdivision. Parcel "B" is for a community center but labelled as a park parcel on the Vesting Tentative Map. As such there is zero dedication of park land and hence this subdivision will be required to pay the full park-in-lieu fees.

Per Section 9-4.1010(C) and (D)(6), this private park may qualify for park-in-lieu fee credit if it exceeds the minimum of 2 acres of contiguous parcel and provides a minimum of four of the following "Local Park Basic Elements" or a combination of such and other recreational improvements which will meet the specific recreation park needs of the future residents of the area. Park Parcels "B" and "C" covering 3.26 acres may be eligible for

park-in-lieu fee credit based on the qualification criteria. The following table represents the minimum acreage required before credit will be given for a particular element and the maximum credit which will be allowed for each element, though the element may encompass a larger area:

Criteria List for Park Parcels "B" and C" only	**Acres**	
	Minimum	Maximum
Children's Play Apparatus Areas	0.50	0.75
Family Picnic Areas	0.25	0.75
Landscape Park-Like and Quiet Areas	0.50	1.00
Game Court Areas	0.25	0.50
Turf Playfields	1.00	3.00
Swimming Pools with Adjacent Deck and Lawn Areas	0.25	0.50
Recreation Center Buildings	0.15	0.25

The Creekside Vineyards at Sand Creek Project Design Guidelines and Landscape Illustrations dated December 2019 describe the intent of the park spaces and design concepts. The descriptive text and preliminary drawings indicate the project's likely potential to be able to comply with the criteria list. In addition, park parcels "B" and "C" are located in the first phase of the project which will facilitate the determination of credit reimbursement at the start of the project.

Staff recommends that the Parks and Recreation Commission Condition the "Private Park" to meet all the City's park design standards current at the time of construction of the park such as irrigation, benches, tables, play equipment, BBQs, garbage cans, dog park, etc. In the event the HOA is dissolved and City must take over the maintenance of the "Private Park."

SUMMARY

Staff recommends that the Parks and Recreation Commission adopt the resolution and forward to the Planning Commission a determination that the project is subject to the following:

1. A payment of $330,000 be paid to the City of Antioch to meet the Project's park land dedication park-in-lieu fees.

2. To Condition the "Private Park" to meet all the City's park design standards current at the time of construction of the park.

3. A park-in-lieu fee credit may be considered based on the detail park parcels "B" and "C" submittal incorporating the "Local Park Basic Elements" and meeting the qualification criteria per Code Section 9-4.1010(C) and (D)(6).

ATTACHMENTS

A. Resolution
B. Vicinity Map
C. Vesting Tentative Map
D. Creekside Vineyards at Sand Creek Project Design Guidelines

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY PARKS AND RECREATION COMMISSION OF THE CITY OF ANTIOCH RECOMMENDING TO THE CITY PLANNING COMMISSION ACCEPTANCE OF PARK-IN-LIEU FEES IN THE AMOUNT OF $330,000 TO MEET THE PARK LAND OBLIGATION OF THE CREEKSIDE VINEYARDS AT SAND CREEK SUBDIVISION

WHEREAS, the City of Antioch has received an application for the Creekside Vineyards at Sand Creek project, a subdivision that includes 220 single-family dwelling units;

WHEREAS, the City requires that subdivisions that include residential development shall dedicate land or pay park-in-lieu fees or both;

WHEREAS, the total calculated park land obligation for the Project is 3.30 acres as established by the City of Antioch Municipal Code for purposes of park land dedication;

WHEREAS, the park-in-lieu fees for the Creekside Vineyards at Sand Creek project has been calculated at $330,000 based on the requirements of the City of Antioch Municipal Code;

WHEREAS, the Subdivision Ordinance states that subdivisions creating 50 dwelling units or more must dedicate land at the option of the City of Antioch or pay the park-in-lieu fees or both;

WHEREAS, the "Private Park" is conditioned to meet all the City's park design standards current at the time of park construction;

WHEREAS, the Creekside Vineyards at Sand Creek project may be considered for park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "Local Park Basic Elements" and meeting the qualification criteria; and

NOW, THEREFORE, BE IT RESOLVED, that the Park and Recreation Commission does recommend to the Planning Commission:

1. That the Creekside Vineyards at Sand Creek project meet its park land dedication requirements through the payment of park-in-lieu fees in the amount of $330,000; and

2. Condition the "private park to meet all the City's Park Design Standards current at the time of the park's construction; and

3. Consider a park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "local park basic elements" and meeting the qualification criteria per Code Section 9-4.1010(C) and (D)(6).

* * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Parks and Recreation Commission of the City of Antioch at a regular meeting thereof held on the 17th day of December 2020 by the following vote:

AYES:

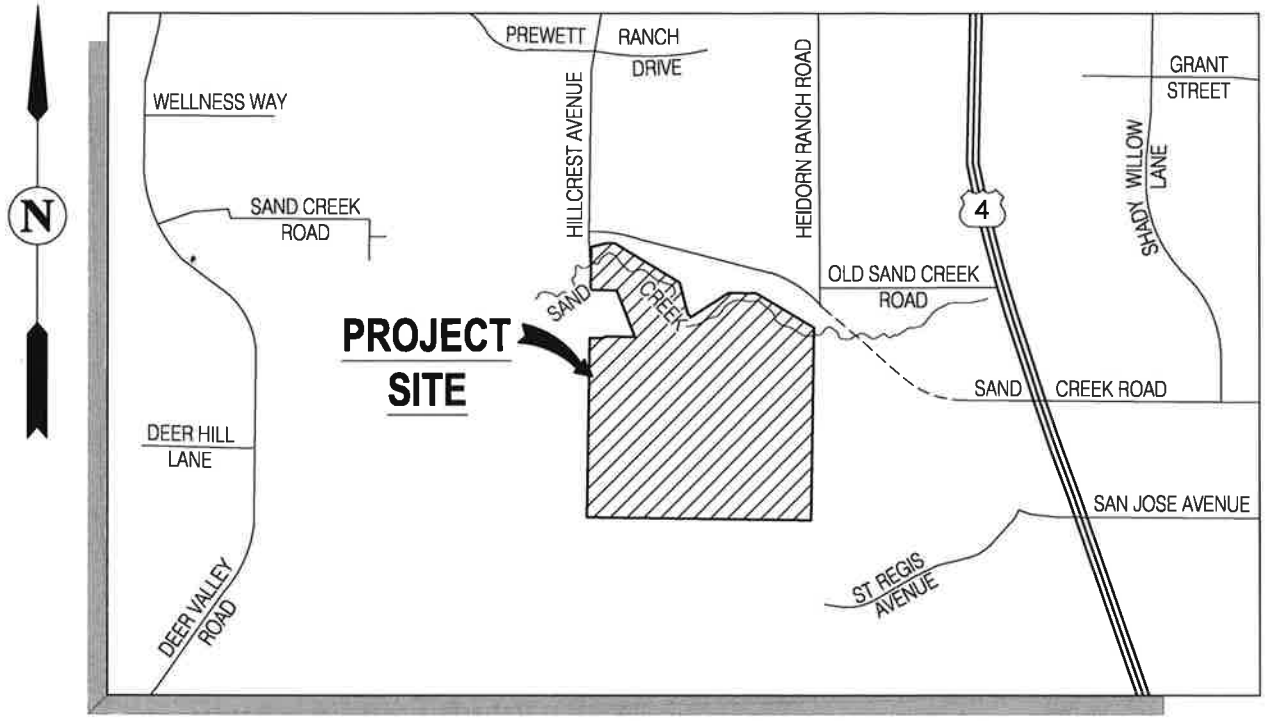
NOES:

ABSTAINS:

ABSENT:

NANCY KAISER
CLERK TO THE PARKS AND RECREATION COMMISSION

ATTACHMENT "B"



VICINITY MAP

NOT TO SCALE

VICINITY MAP

CREEKSIDE

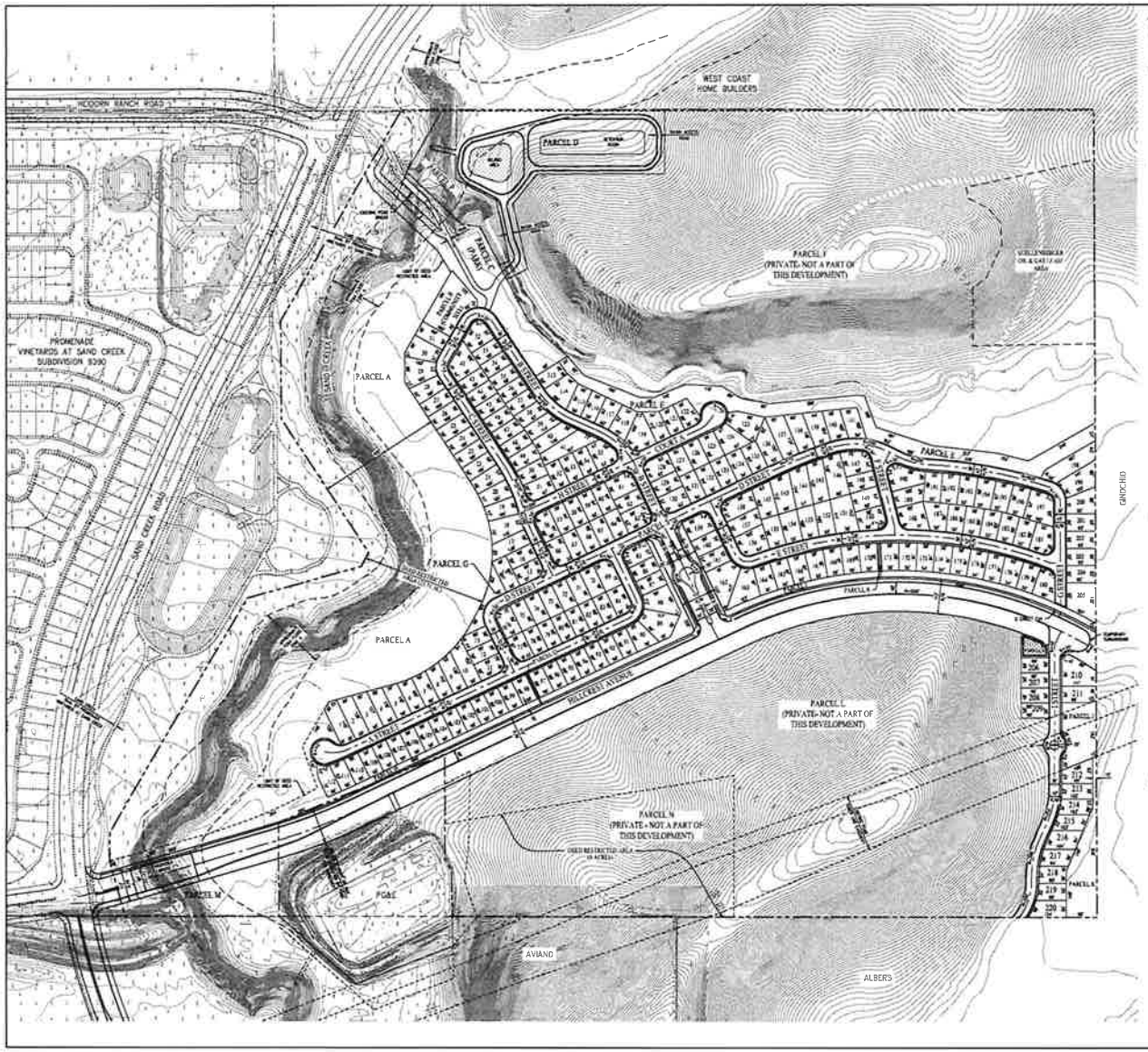
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DATE: 11/19/20

cbg
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

F:\974\974-51\ACAD\EXHIBITS\SWPPP\VIC MAP.DWG

F8



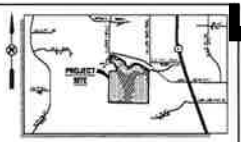
GENERAL NOTES

1. PROPERTY OWNER: HOME RANCH MANAGING, ET AL
2. APPLICANT/DEVELOPER: KBS PARTNERS, LLC
3. ENGINEER: CARLSON, BARBEE & GIBSON, INC
4. USE: EXISTING: AGRICULTURAL
PROPOSED: SINGLE FAMILY DETACHED RESIDENTIAL
5. GENERAL PLAN: EXISTING: SAND CREEK FOCUS AREA WITH SUBDESIGNATIONS OF "OPEN SPACE/SCENIC HOUSING"
PROPOSED: SAND CREEK FOCUS AREA WITH SUBDESIGNATIONS OF "SINGLE LOW DENSITY RESIDENTIAL" AND "OPEN SPACE"
6. ZONING: EXISTING: SLUDGE AREA
PROPOSED: PLANNED DEVELOPMENT (PD)
7. LAND AREA SUMMARY:
RESIDENTIAL LOT AREA — 33.0± ACRES
PARCEL A OPEN SPACE — 3.5± ACRES
PARCEL B OPEN SPACE — 0.7± ACRES
PRIVATE LANES (PARCEL H, P, T, K, L) — 55.3± ACRES
PUBLIC STREET (ALLOWED PAVING) — 7.9± ACRES
PRIVATE STREET — 0.1± ACRES
GROSS RESIDENTIAL/OPEN SPACE — 100.5± ACRES
ADDITIONAL AREA OUTSIDE OF PROPERTY BOUNDARY — 1.0± ACRES
TOTAL DEVELOPED AREA — 36.3± ACRES
8. TOTAL NO. OF SF LOTS: 1
9. TOTAL NO. OF SFR LOTS: 200
MIN LOT SIZE: 4,000± SF
MAX LOT SIZE: 5,972± SF

GENERAL NOTES (CONT'D)

10. LOT 300 MAY BE "MARKET RATE" AND/OR "ACTIVE ADULT". ACTIVE ADULT MAY INCLUDE DUETS.
11. MAXIMUM LOT COVERAGE FOR HIGHER LOW DENSITY RESIDENTIAL IS 60% FOR SINGLE STORY, 50% FOR TWO-STORY
12. RESIDENTIAL LOT DIMENSIONS:
TYP LOTS (50' x 100' MIN) (DEPTH OF 8 STREET)
TYP LOTS (50' x 100' MIN) (DEPTH OF 8 STREET)
SEE TENTATIVE LOTS 10-15.
13. SETBACKS: SEE ENCLOSED APPLICABLE AGENCY + CITY ENCLOSED APPLICABLE GENERAL AND ENCLOSED APPLICABLE AGENCY + CITY ENCLOSED APPLICABLE (MIN)
14. APN: 077-020-029
15. CONTOUR INTERVALS: EXISTING — 2' (TYP)
PROPOSED — 2' (TYP)
16. PROPOSED GRADING AS SHOWN IS PRELIMINARY FINAL GRADING IS SUBJECT TO FINAL DESIGN
17. ALL GRADING SHALL BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER AND REPORT REGARDING THIS PROJECT AS: GEO-000 000
18. DRAINAGE SHOWN ON THIS PLANS IS PRELIMINARY
19. ALL TREES AND POWER WITHIN DEVELOPED AREA TO BE REMOVED, UNLESS NOTED OTHERWISE.
20. ALL EXISTING STRUCTURES TO BE REMOVED, UNLESS NOTED OTHERWISE.
21. BOUNDARY IS FOR BIDDING INFORMATION.
22. PROPOSED DEVELOPED AREA IS NOT SUBJECT TO ANNEXATION.
23. ALL INTERNAL STREETS ARE PRIVATE TO BE MAINTAINED BY HOA WITH UTILITY EASEMENTS DEDICATED TO THE CITY OF ANTIOCH.
24. MULTIPLE PHASES SHALL BE A PUBLIC BOUNDARY DEDICATED TO THE CITY OF ANTIOCH.
25. ON-STREET TRAIL SHOWN ON THE LARGE SCREEN ON THIS MAP. 6 SHADED PAVE. NOT SHOWN ON PLANS TO DELINEATE BUILDING PARCELS.

VICINITY MAP



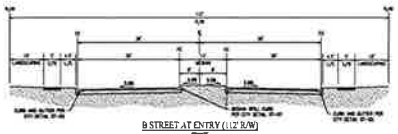
NOT TO SCALE

LEGEND

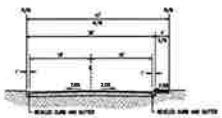
	FUTURE	EXISTING	PROPOSED
SUBDIVISION BOUNDARY			
LOT LINE			
RIGHT OF WAY			
EASEMENT			
CENTERLINE			
SIDEWALK			
CURB			
GUTTER			

PARCEL SUMMARY

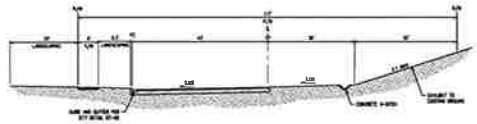
PARCEL	LAND USE	ACRES	OWNER
PARCEL A	PRIVATE LANDS (OPEN SPACE/SCENIC AREA)	13.7 AC	HOA
PARCEL B	PRIVATE PARK	0.70 AC	HOA
PARCEL C	PUBLIC PARK	1.89 AC	CITY
PARCEL D	OPEN SPACE/DETENTION BASIN/LANDSCAPING	3.5 AC	HOA
PARCEL E	OPEN SPACE	7.6 AC	HOA
PARCEL F	PRIVATE LANDS	28.2 AC	HOA
PARCEL G	PRIVATE PARK	0.77 AC	HOA
PARCEL H	LANDSCAPING	1.39 AC	HOA
PARCEL J	PRIVATE LANDS	0.10 AC	HOA
PARCEL K	PRIVATE PARK	0.16 AC	HOA
PARCEL L	OPEN SPACE	0.66 AC	HOA
PARCEL M	PRIVATE LANDS	17.66 AC	HOA
PARCEL N	OPEN SPACE	1.34 AC	HOA
PARCEL P	PRIVATE LANDS	0.10 AC	HOA
PARCEL Q	WATER QUALITY	0.13 AC	HOA
PARCEL R	PRIVATE LANDS	1.87 AC	HOA
PARCEL S	PEDESTRIAN ACCESS	0.03 AC	HOA
PARCEL T	PEDESTRIAN ACCESS	0.02 AC	HOA
PARCEL U	PRIVATE STREET	0.92 AC	HOA



B STREET AT ENTRY (112' R/W)
PRIVATE
NOT TO SCALE



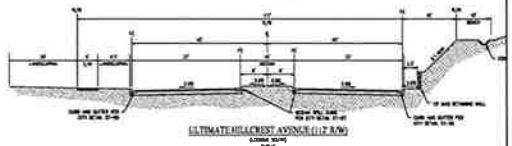
TYPICAL RESIDENTIAL STREET (42' R/W)
PRIVATE
NOT TO SCALE



INTERIM HILLCREST AVENUE (112' R/W)
(3 LANES EB/WB)
PUBLIC
NOT TO SCALE



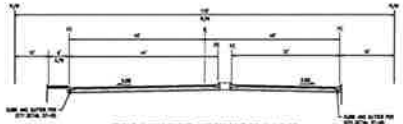
TYPICAL TRAIL SECTION
NOT TO SCALE



ULTIMATE HILLCREST AVENUE (112' R/W)
(3 LANES EB/WB)
PUBLIC
NOT TO SCALE



BASIN ACCESS ROAD
NOT TO SCALE



TYPICAL HILLCREST AVENUE BRIDGE (112' R/W)
(3 LANES EB/WB)
PUBLIC
NOT TO SCALE

SHEET INDEX

1	DIMENSION PLAN
2	LOT AREA PLAN
3	CONCEPTUAL GRADING PLAN
4	CONCEPTUAL UTILITY PLAN
5	PARKING PLAN
6	LARGE LOT FINAL MAP

VERTICAL DATUM: NAVD 88

VESTING TENTATIVE MAP AND DIMENSION PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK

SUBDIVISION 9501

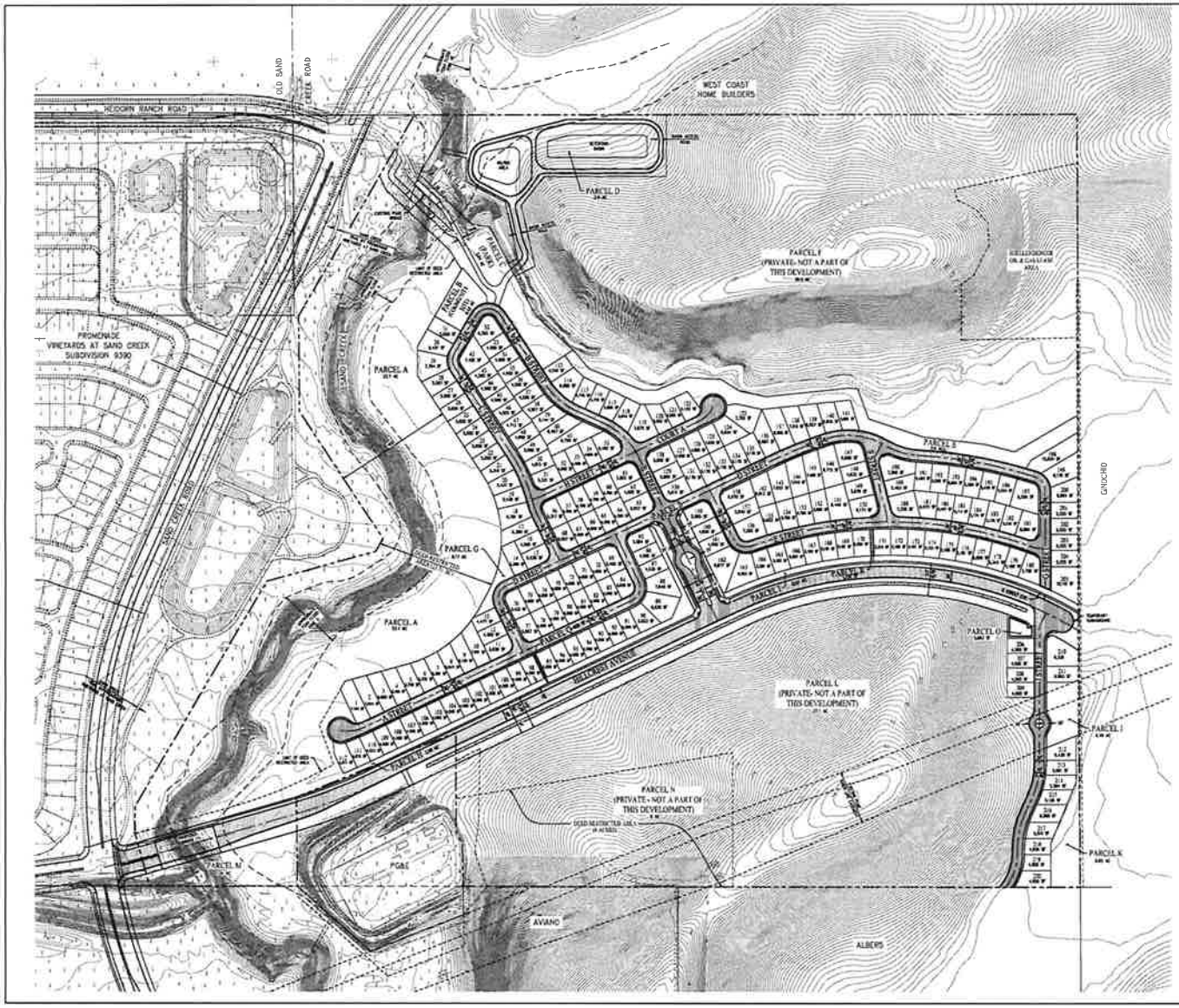
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

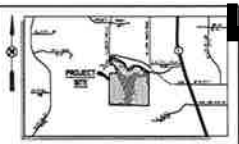
cbg

SCALE: 1" = 100' DATE: DECEMBER 13, 2019
JOB NO.: 914-01

SHEET NO. 1 OF 6 SHEETS

F9





VICINITY MAP

LEGEND

FUTURE | EXISTING | PROPOSED

VESTING TENTATIVE MAP
AND LOT AREA PLAN

CREEKSIDE

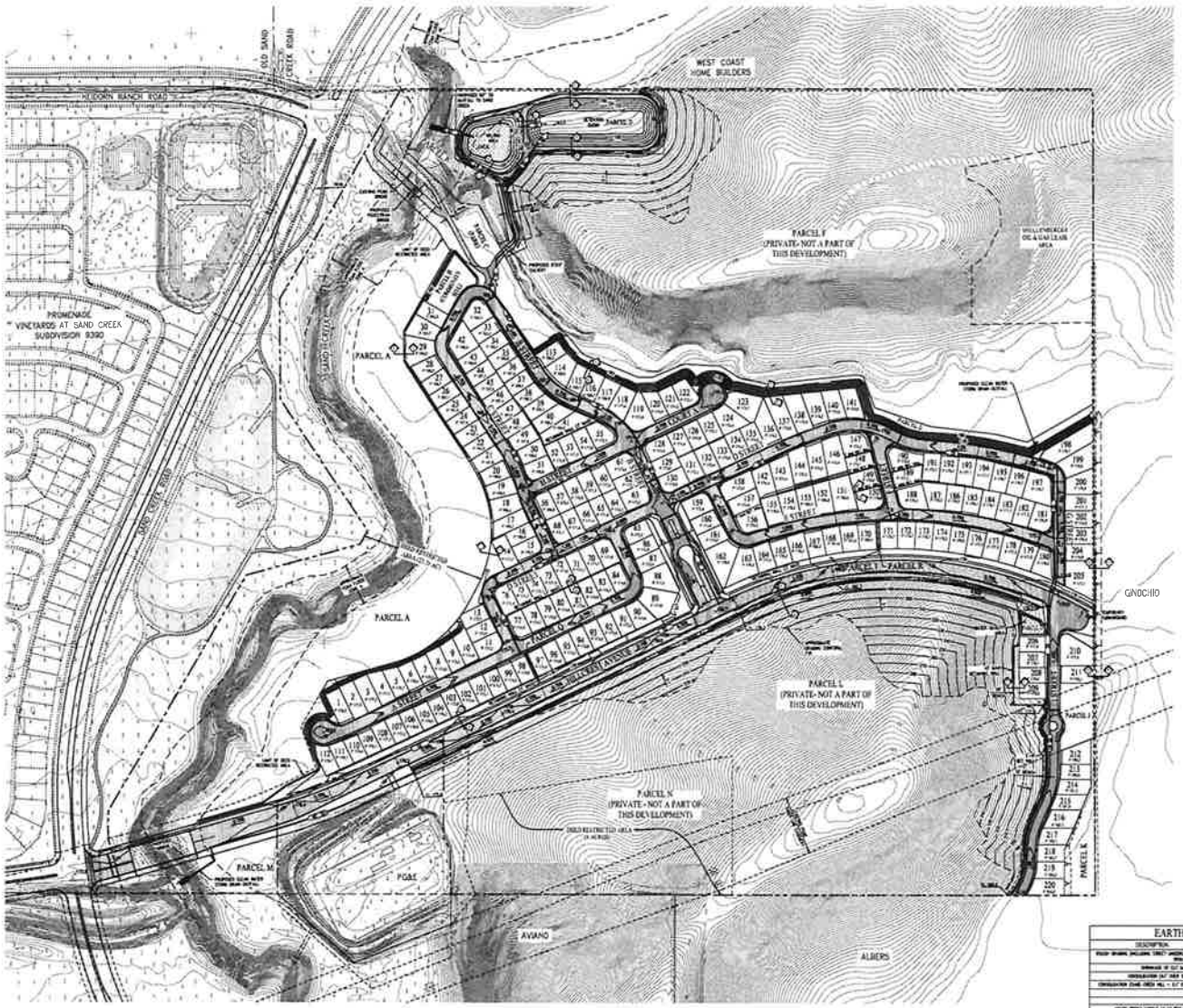
VINEYARDS AT SAND CREEK
SUBDIVISION 9501

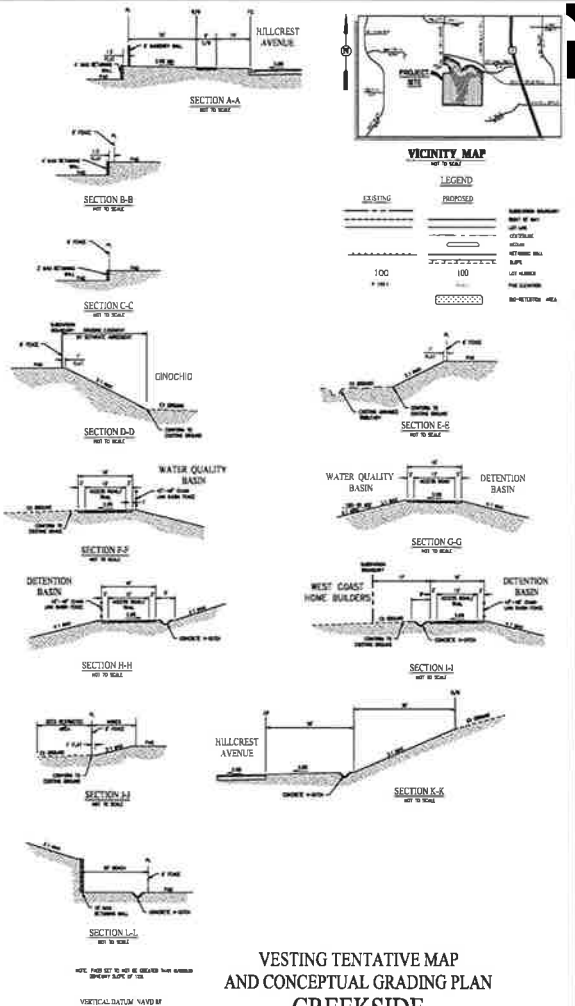
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

cbg

SHEET NO. 2

F10





LEGEND

EXISTING	PROPOSED
100	100

EARTHWORK SUMMARY		
DESCRIPTION	CUT (CY)	FILL (CY)

VERTICAL DATUM: NAVD 88

VESTING TENTATIVE MAP AND CONCEPTUAL GRADING PLAN

CREEKSIDE

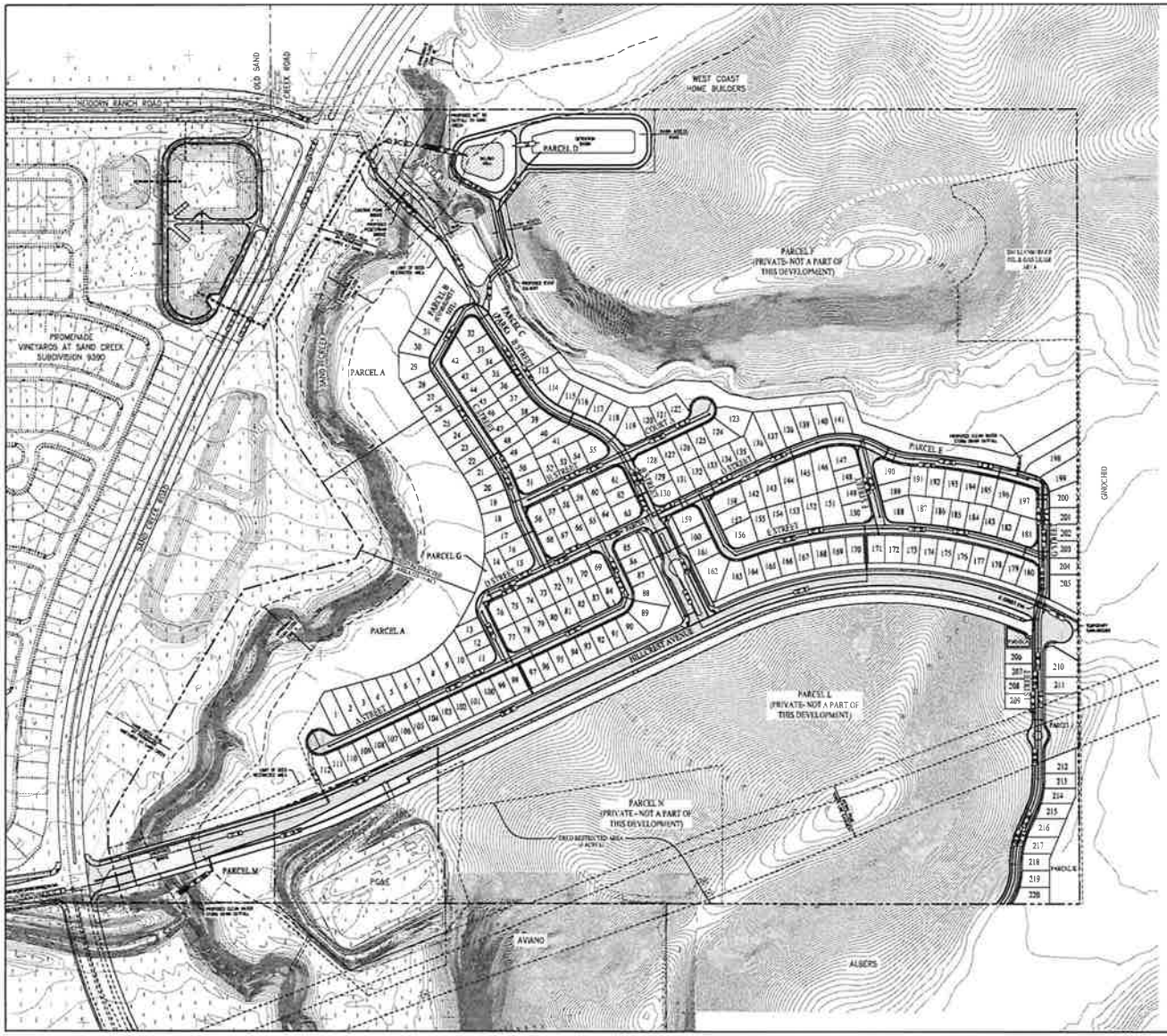
VINEYARDS AT SAND CREEK SUBDIVISION 9501

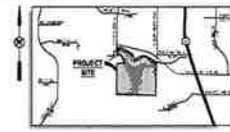
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: DECEMBER 13, 2019 JOB NO.: 1741

cbg

SHEET NO 3 OF 4 SHEETS





VICINITY MAP

LEGEND

EXISTING | PROPOSED | FUTURE

100 | 100

VESTING TENTATIVE MAP
AND CONCEPTUAL UTILITY PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK
SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

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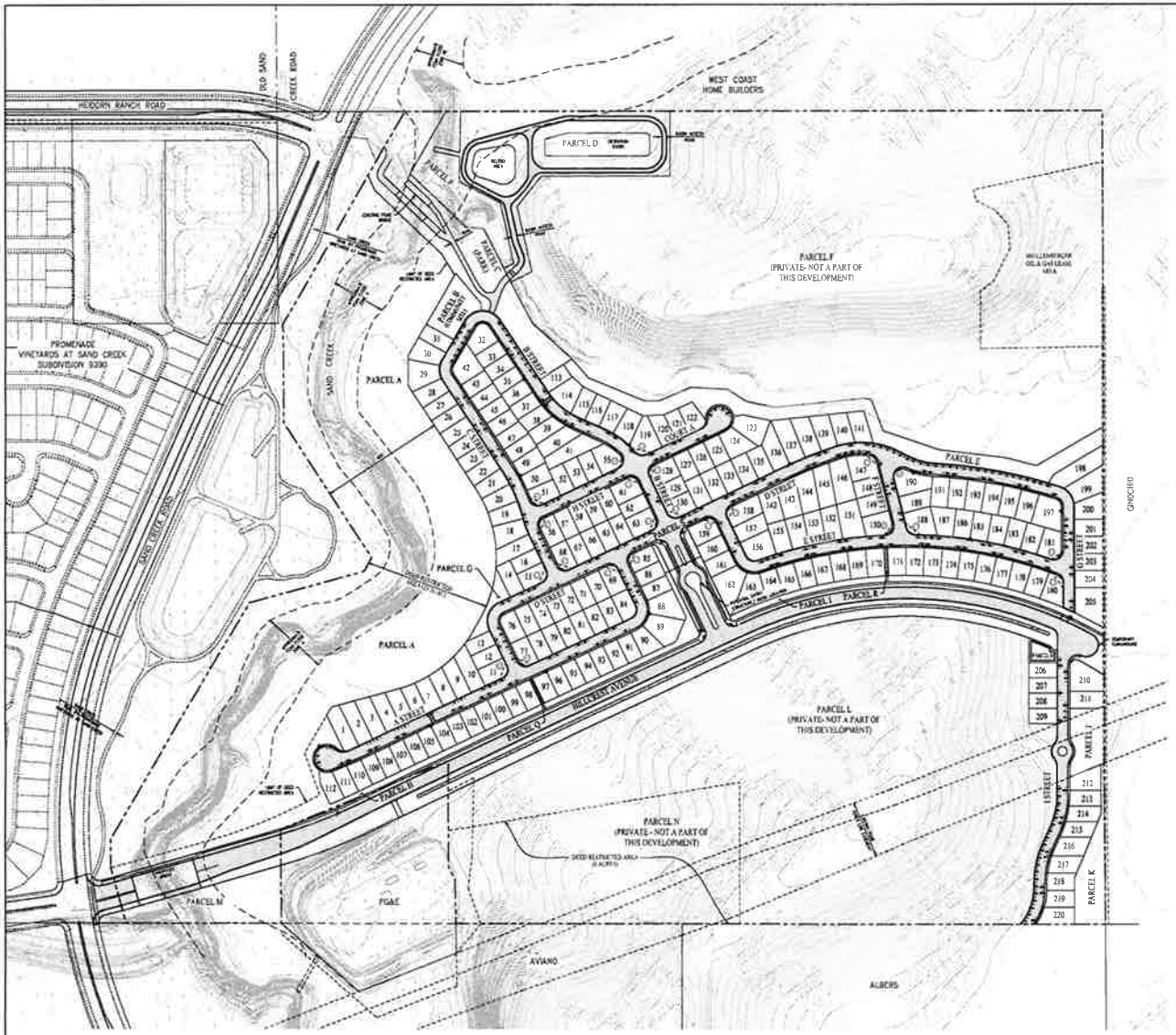
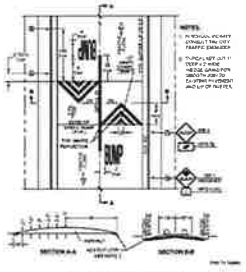
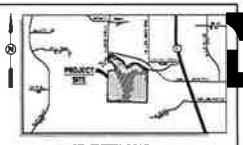
4

F12



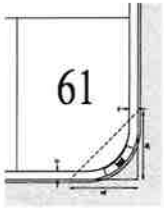




LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			SIDEWALK
			TOP
			TOE
			40' SIGHT VISIBILITY TRIANGLE

NOTE: SIGHT VISIBILITY TRIANGLE DOES NOT APPLY AT CLOSED END ISLANDS



40' SIGHT TRIANGLE
SCALE 1" = 20'

PARKING TYPE	PARKING REQUIRED		PARKING PROVIDED	
	RATIO	NUMBER OF SPACES	RATIO	NUMBER OF SPACES
GARAGE (COVERED)	2 SPACES/DU	440 SPACES	2 SPACES/DU	440 SPACES
GUEST PARKING (ON-STREET)	1 SPACE/DU	220 SPACES	-	256 SPACES
ADDITIONAL (On-STREET PARKING)	-	-	-	84 SPACES
TOTAL	-	660 SPACES	-	780 SPACES

GUEST PARKING [PARKED] SPACES] ENCROACH

ALTERED: 8' X 17'
END: 8' WIDE: 8' X 17'

VESTING TENTATIVE MAP
AND PARKING PLAN

CREEKSIDE

VINEYARDS AT SAND CREEK
SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

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VESTING 5 OF 5 SHEETS

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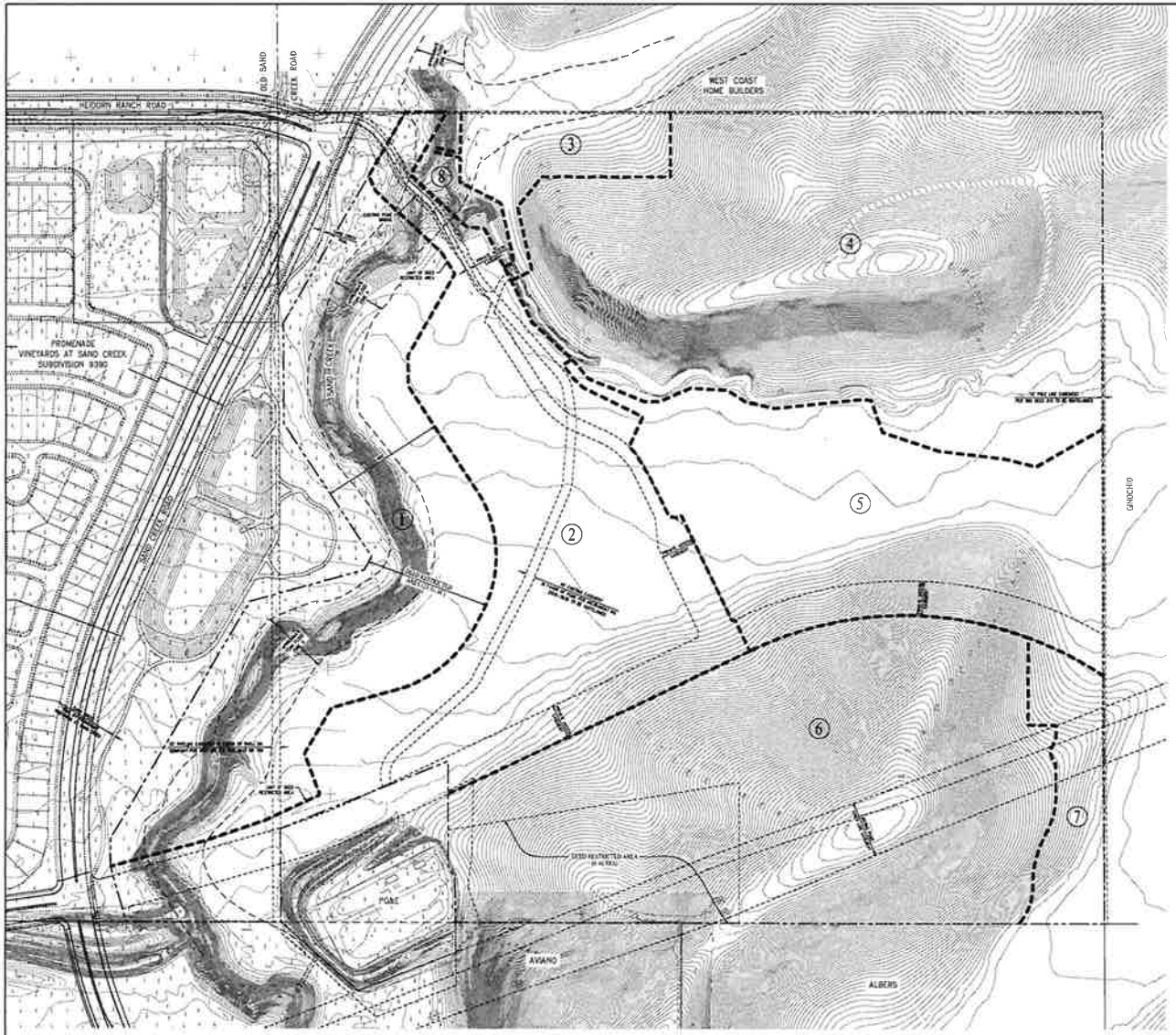

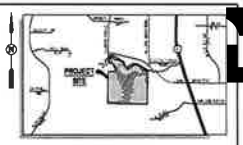

VICINITY MAP

LEGEND

① PARCEL NUMBER

VESTING TENTATIVE MAP AND LARGE LOT FINAL MAP

CREEKSIDE

VINEYARDS AT SAND CREEK

SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

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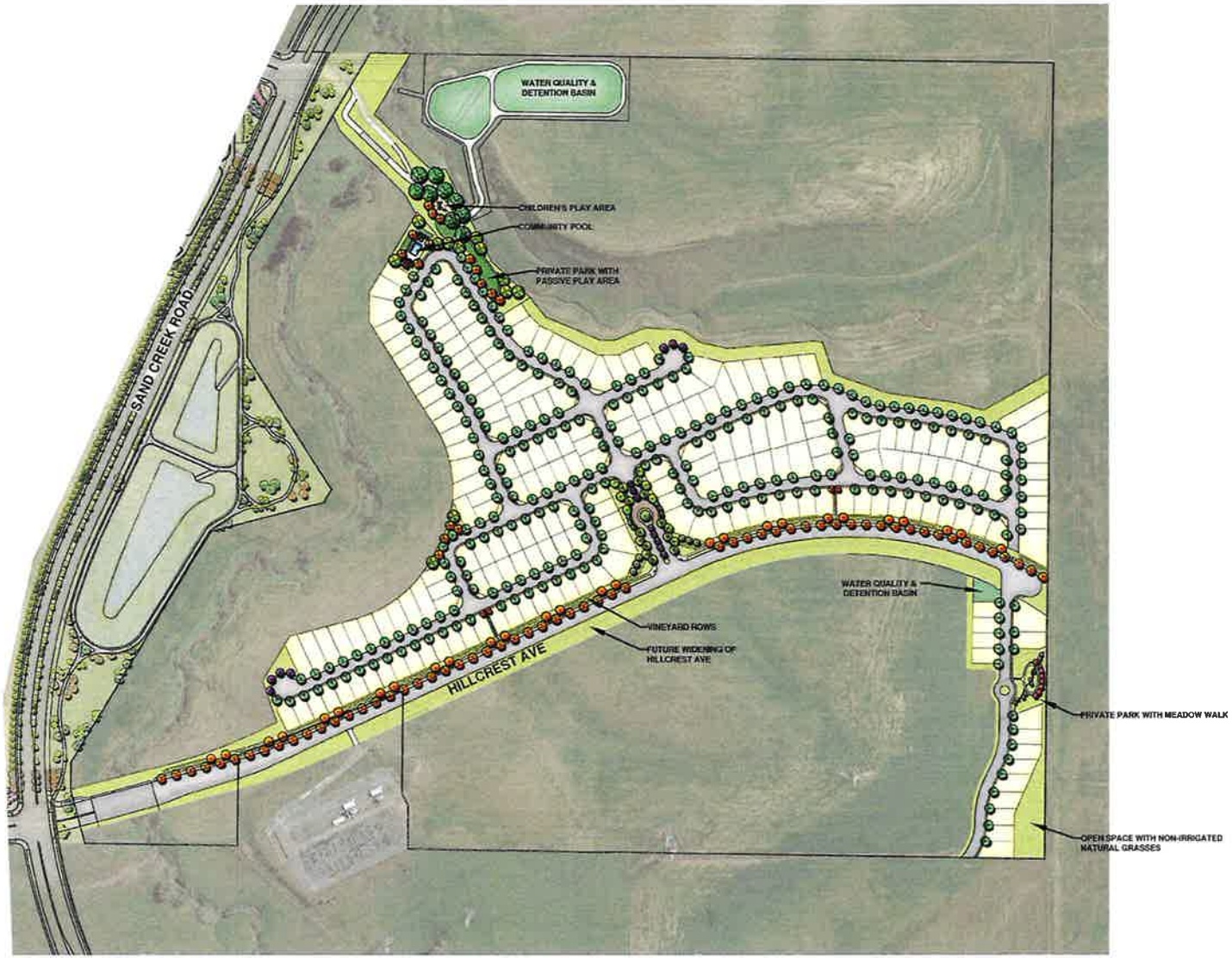
SHEET NO. 6

F14



0' 75' 150' 300' 600'
SCALE: 1" = 150'-0"

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CREEKSIDE VINEYARDS AT SAND CREEK
Antioch, California

ILLUSTRATIVE SITE PLAN
DECEMBER 2019

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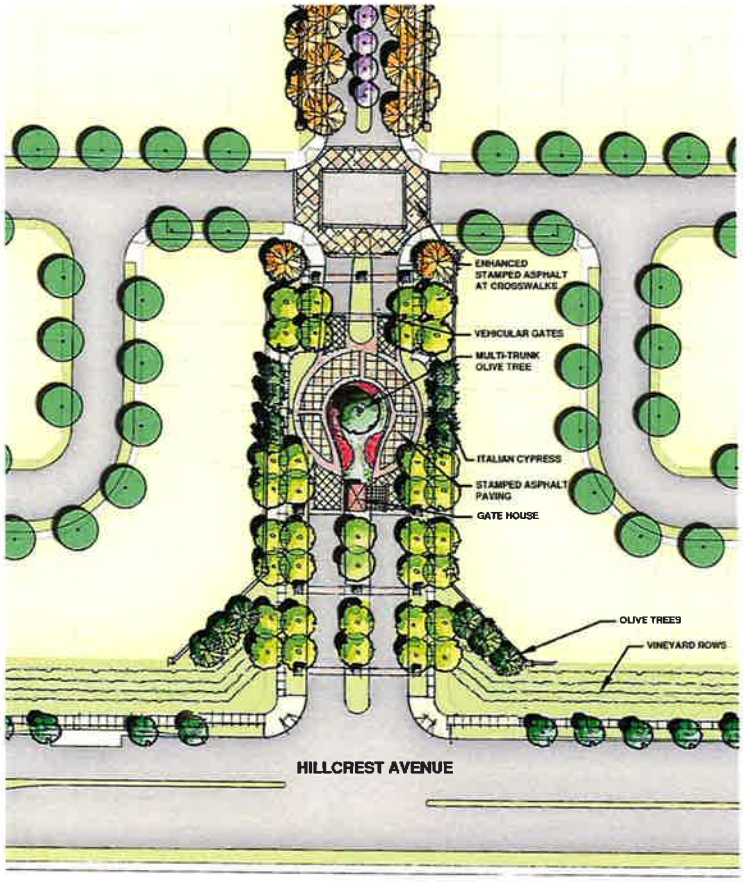







SCALE: 1" = 40'-0"

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CREEKSIDE
VINEYARDS AT SAND CREEK
Antioch, California

ENTRY AT HILLCREST AVENUE

DECEMBER 2019

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SCALE: 1" = 40'-0"

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Antioch, California

COMMUNITY POOL & NEIGHBORHOOD PARK
PARCEL B & C
DECEMBER 2019

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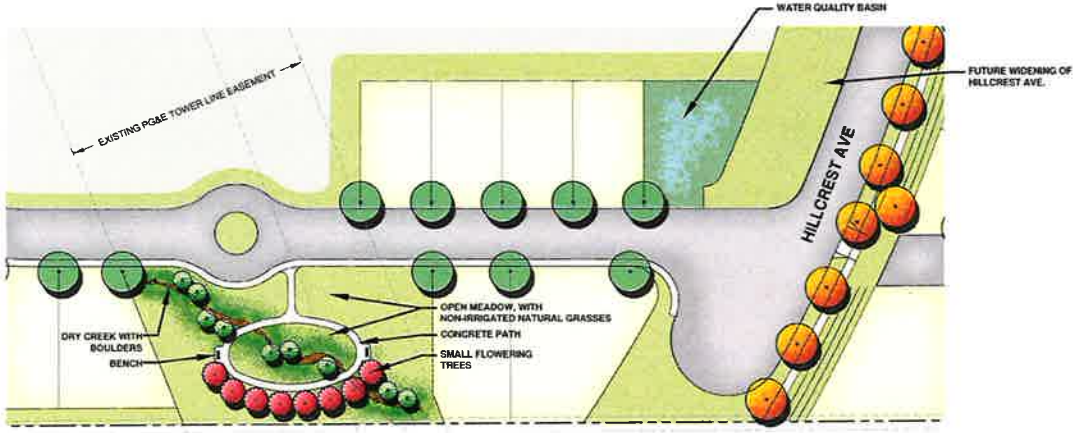
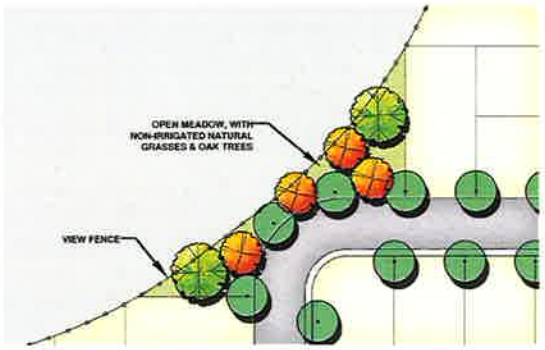


A PARCELS J AND O - PRIVATE PARK AND WATER QUALITY BASIN



B PARCELS G - PRIVATE PARK















0' 20' 40' 80' 160'
SCALE: 1" = 40'-0"

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CREEKSIDE VINEYARDS AT SAND CREEK
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PRIVATE PARKS
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ACER R. 'RED SUNSET'



CUPRESSUS SEMPERVIRENS



PISTACIA C. 'KEITH DAVEY'



PLATANUS A. 'COLUMBIA'



PRUNUS C. 'KRAUTER VESUVIUS'

PRELIMINARY TREES

BOTANICAL NAME	COMMON NAME
STREET TREES	
ACER RUBRUM 'RED SUNSET'	RED MAPLE
CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS
LAGERSTROEMIA I. 'TUSCARORA'	PINK CREPE MYRTLE
OLEA EUROPAEA 'SWAN HILL'	SWAN HILL OLIVE
PISTACIA CHINENSIS 'KEITH DAVEY'	CHINESE PISTACHE
PLATANUS A. 'COLUMBIA'	LONDON PLANE TREE
PRUNUS C. 'KRAUTER VESUVIUS'	PURPLE LEAF PLUM
PYRUS C. 'NEW BRADFORD'	FLOWERING PEAR
QUERCUS COCCINEA	SCARLET OAK



QUERCUS COCCINEA



PYRUS C. 'NEW BRADFORD'



OLEA E. 'SWAN HILL'

0' 75' 150' 300' 600'

SCALE: 1" = 150'-0"

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STREET TREE PLAN
DECEMBER 2019

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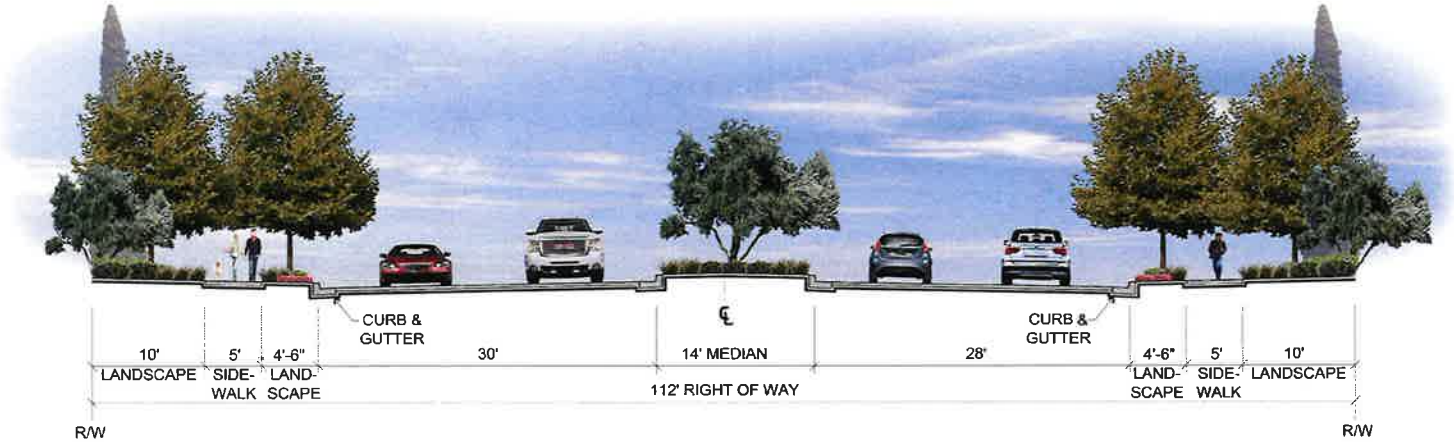
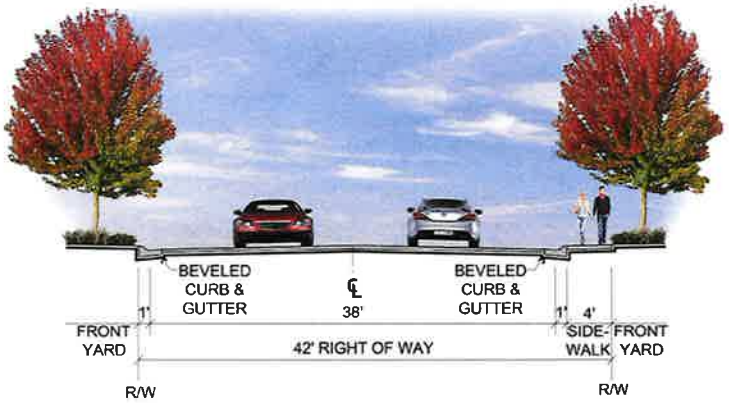
F19



A ENTRY STREET SECTION



B TYPICAL STREET SECTION



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TYPICAL STREET SECTIONS
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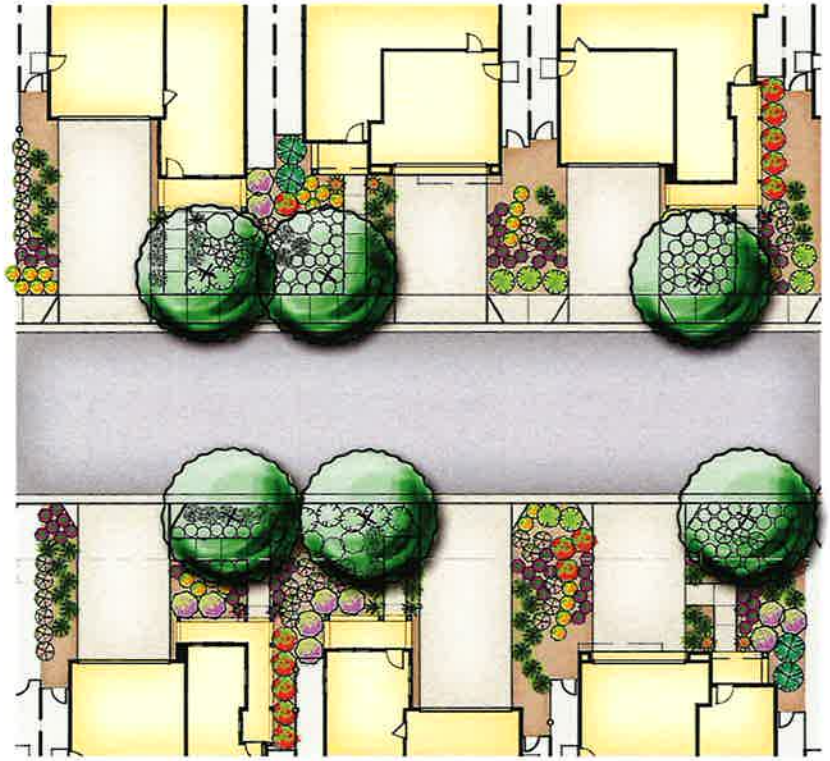
F20











A TYPICAL RESIDENTIAL STREETSCAPE

SCALE: 1" = 20'-0"

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CREEKSIDE
VINEYARDS AT SAND CREEK
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TYPICAL FRONT YARDS
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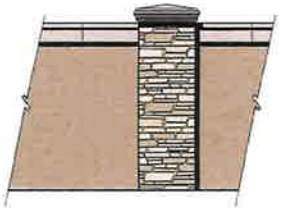
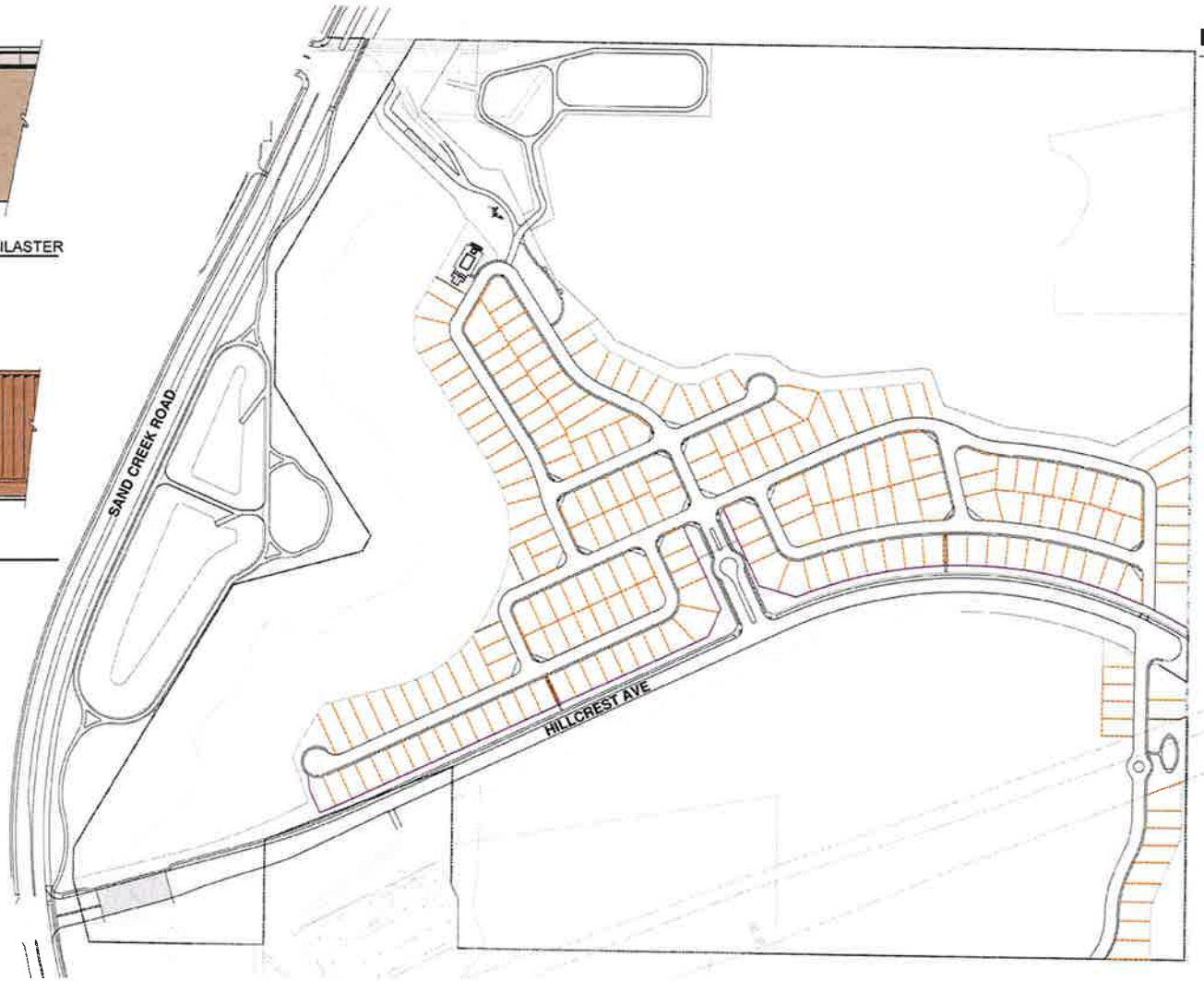
F21



A SOUNDWALL W/ VENEER PILASTER



B GOOD NEIGHBOR FENCE

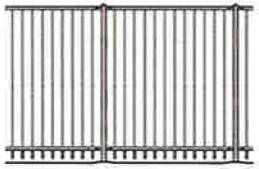


PRELIM WALL & FENCE LEGEND

- SOUND WALL W/ VENEER PILASTERS. SEE DETAIL A, THIS SHEET
- 6' HIGH GOOD NEIGHBOR FENCE. SEE DETAIL B, THIS SHEET.
- 6' HIGH TUBE STEEL FENCE W/ VENEER PILASTERS. SEE DETAIL C, THIS SHEET.



C TUBE STEEL FENCE W/ PILASTER



D TUBE STEEL FENCE

SCALE: 1" = 150'-0"

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CREEKSIDE VINEYARDS AT SAND CREEK

Antioch, California

WALL/FENCE PLAN & DETAILS

DECEMBER 2019

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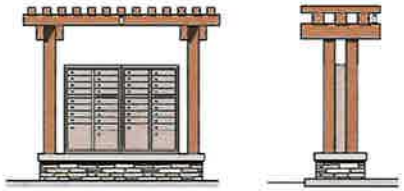


A MAILBOX CLUSTERS



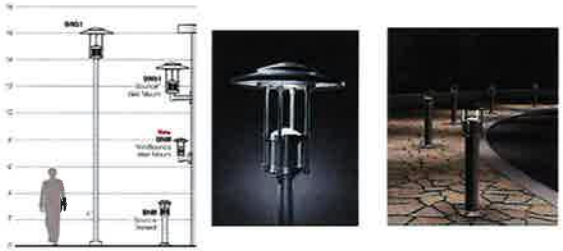
B BENCH



C TRASH RECEPTACLE



D DOG PICK-UP STATION



E RESIDENTIAL NEIGHBORHOOD LIGHT AND BOLLARD

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SITE FURNITURE
DECEMBER 2019

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PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	SPACING
TREES		
ACER RUBRUM	RED MAPLE	N/A
ARBUTUS 'MARINA'	MCN	N/A
CARPINUS FASTIGIATA	EUROPEAN HORNBEAM	N/A
CELTIS SINENSIS	CHINESE HACKBERRY	N/A
CERCIS CANADENSIS	EASTERN REDBUD	N/A
CERCIS OCCIDENTALIS	WESTERN REDBUD	N/A
CITRUS SP.	ORANGE/KUMQUAT	N/A
CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	N/A
ERIOBOTRYA DEFLEXA	BRONZE LOQUAT	N/A
GINGKO BILOBA	MAIDEN HAIR TREE	N/A
LAGERSTROEMIA SPP.	CRAPE MYRTLE	N/A
LAURUS NOBILIS 'SARATOGA'	GRECIAN LAUREL	N/A
MAGNOLIA 'ST. MARY'S'	MAGNOLIA	N/A
MALUS SP.	APPLE	N/A
OLEA EUROPAEA	OLIVE	N/A
PISTACIA CHINENSIS	CHINESE PISTACHE	N/A
PLATANUS ACERIFOLIA 'COLUMBIA'	LONDON PLANE TREE	N/A
POPULUS NIGRA 'ITALICA'	LOMBARDY POPLAR	N/A
PRUNUS SP.	CHERRY/PLUM	N/A
PRUNUS SARGENTI 'COLUMNARIS'	SARGENT'S CHERRY	N/A
PYRUS CALLERYANA 'CHANTICLEER'	FLOWERING PEAR	N/A
PYRUS CALLERYANA 'WRADFORD'	FLOWERING PEAR	N/A
QUERCUS AGRIFOLIA	COAST LIVE OAK	N/A
QUERCUS LOBATA	VALLEY OAK	N/A
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	N/A
TILIA CORDATA	LITTLE LEAF TILDEN	N/A
ULMUS PARVIFOLIA 'TRUE GREEN'	CHINESE ELM	N/A
LARGE SHRUBS		
ARBUTUS UNEDO	STRAWBERRY TREE	6' O.C.
BERBERIS BOXFOLIA	MAGELLAN BARBERRY	8' O.C.
CEANOTHUS SPP.	WILD LILAC	8' O.C.
CISTUS HYBRIDUS	WHITE ROCKROSE	8' O.C.
FEIJOA SELLOWIANA	PINEAPPLE GUAVA	8' O.C.
OSMANTHUS FRAGRANS	SWEET OLIVE	6' O.C.
PRUNUS VIRGINIANA	CHOKECHERRY	15' O.C.
PUNICA GRANATUM	NON-FRUITING POMEGRANATE	8' O.C.
RHAMNUS SPP.	COFFEE BUSH	6' O.C.
RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	5' O.C.
VIBURNUM SPP.	VIBURNUM	5' O.C.
WESTRINGIA FRUTICOSA	COAST ROSEMARY	6' O.C.
MEDIUM SHRUBS		
ABELIA X GRANDIFLORA	DWARF ABELIA	4' O.C.
ALOE SPP.	ALOE	4' O.C.
ARCTOSTAPHYLOS SPP.	MANZANITA	4' O.C.
ARTEMISIA 'POWIS CASTLE'	MCN	4' O.C.
DIETES SPP.	FORTNIGHT LILY	3' O.C.
GREVILLEA CANBERRA 'NOELLII'	MCN	4' O.C.
HEMEROCALLIS SPP.	EVERGREEN DAYLILY	3' O.C.
LAVANDULA SPP.	LAVENDER	3' O.C.
LEUCOPHYLLUM SPP.	TEXAS RANGER	4' O.C.
MYRTUS COMMUNIS	MYRTLE	4' O.C.
NANDINA DOMESTICA 'COMPACTA'	DWARF HEAVENLY BAMBOO	3' O.C.
PHORMIUM SPECTABILIS	SHORT PHORTRIUM	3' O.C.
PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	3' O.C.
PHLOMIS FRUTICOSA	JERUSALEM SAGE	4' O.C.
PHORMIUM SPP.	NEW ZEALAND FLAX	4' O.C.
RIBES SPP.	CURRANT	4' O.C.
ROSA SPP.	ROSE	4' O.C.
ROSMARINUS SPP.	ROSEMARY	4' O.C.
SALVIA SPP.	SAGE	3' O.C.
SALVIA LEUCANTHA	MEXICAN BUSH SAGE	4' O.C.
VACCINIUM OVATUM	EVERGREEN HUCKLEBERRY	3' O.C.
WOODWARDIA SPP.	GIANT CHAIN FERN	3' O.C.
SMALL SHRUBS		
CUPHEA HYSSOPIFOLIA 'JUNCUS SPP.	RUSH	2' O.C.
POTENTILLA SPP.	CINQUEFOIL	1' O.C.
SANTOLINA SPP.	LAVENDER COTTON	2' O.C.
GROUND COVERS		
ABELIA PROSTRATE FORM	MCN	4' O.C.
ARCTOSTAPHYLOS SPP.	PROSTRATE MANZANITA	8' O.C.
CEANOTHUS SPP.	PROSTRATE WILD LILAC	5' O.C.
COPROSMA SPP.	COPROSMA	6' O.C.
COTONEASTER SPP.	COTONEASTER	8' O.C.
FRAGARIA CHILOENSIS	WILD STRAWBERRY	1.5' O.C.
JUNIPERUS SPP.	JUNIPER	8' O.C.
LANTANA MONTEVIDENSIS	LANTANA	3' O.C.
MYOPORUM PARVIFOLIUM	MCN	8' O.C.
ROSA SPP.	GROUNDCOVER ROSE	3' O.C.
ROSMARINUS SPP.	ROSEMARY	4' O.C.
SALVIA SPP.	SAGE	3' O.C.
TURCRIUM SPP.	GERMANDER	2' O.C.
THYMUS SPP.	THYME	2' O.C.
TRACHELOSPERMUM ASIATICUM	JASMINE	6' O.C.
VERBENA SPP.	MCN	2' O.C.
GRASSES		
ACORUS SPP.	FOREST GRASS	2' O.C.
CAREX SPP.	SEDGE	2' O.C.
ELEOCHARIS SPP.	SPIKE RUSH	2' O.C.
FESTUCA SPP.	FESCUE	1' O.C.
JUNCUS SPP.	RUSH	2' O.C.
LEYMUS SPP.	WILD RYE	2' O.C.
MISCANTHUS SPP.	EULALIA GRASS	3' O.C.
MUHLENBERGIA CAPILLARIS	HAIRY AWN	6' O.C.
PENNISETUM SPP.	FOUNTAIN GRASS	3' O.C.
VINES		
CAMPIS RADICANS	TRUMPET VINE	10' O.C.
DISTICTIS BUCCINATORIA	BLOOD RED TRUMPET VINE	10' O.C.
GELSEMIUM SEMPERVIRENS	CAROLINA JASMINE	10' O.C.
JASMINUM POLYANTHUM	PINK JASMINE	10' O.C.
PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	10' O.C.
VITIS SPP.	GRAPE	10' O.C.
WISTERIA SPP.	WISTERIA	10' O.C.
TURF		
FESCUE TURF	FESCUE	
FESTUCA RUBRA	NO-MOW FESCUE	

TREES


QUERCUS AGRIFOLIA


LAGERSTROEMIA SPP.


ACER RUBRUM


PRUNUS SPP.


PISTACIA CHINENSIS


ARBUTUS 'MARINA'

SHRUBS


RHAPHIOLEPIS 'ENCHANTRESS'


CISTUS HYBRIDS


PHORMIUM SPP.


SALVIA LEUCANTHA


WESTRINGIA FRUTICOSA


ABELIA X GRANDIFLORA

GROUNDCOVER


FRAGARIA CHILOENSIS


ROSA SPP.


LANTANA MONTEVIDENSIS


THYMUS SPP.


ARCTOSTAPHYLOS SPP.


CEANOTHUS 'CENTENNIAL'

GRASSES


CAREX PRAEGRACILIS


CAREX PANSA


MUHLENBERGIA CAPILLARIS


JUNCUS PATENS


LEYMUS C. 'CANYON PRINCE'


CAREX OVULSA

GBN Partners
3820 Blackhawk Road
Danville, CA 94506

CREEKSIDE VINEYARDS AT SAND CREEK
Antioch, California

PLANT PALETTE
DECEMBER 2019

cbg Carlson, Barbee & Gibson, Inc

vanderTooken Associates

vTA **L-10**

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RESOLUTION NO. 2020/04

RESOLUTION OF THE CITY PARKS AND RECREATION COMMISSION OF THE CITY OF ANTIOCH RECOMMENDING TO THE CITY PLANNING COMMISSION ACCEPTANCE OF PARK-IN-LIEU FEES IN THE AMOUNT OF $330,000 TO MEET THE PARK LAND OBLIGATION OF THE CREEKSIDE VINEYARDS AT SAND CREEK SUBDIVISION

WHEREAS, the City of Antioch has received an application for the Creekside Vineyards at Sand Creek project, a subdivision that includes 220 single-family dwelling units;

WHEREAS, the City requires that subdivisions that include residential development shall dedicate land or pay park-in-lieu fees or both;

WHEREAS, the total calculated park land obligation for the Project is 3.30 acres as established by the City of Antioch Municipal Code for purposes of park land dedication;

WHEREAS, the park-in-lieu fees for the Creekside Vineyards at Sand Creek project has been calculated at $330,000 based on the requirements of the City of Antioch Municipal Code;

WHEREAS, the Subdivision Ordinance states that subdivisions creating 50 dwelling units or more must dedicate land at the option of the City of Antioch or pay the park-in-lieu fees or both;

WHEREAS, the "Private Park" is conditioned to meet all the City's park design standards current at the time of park construction;

WHEREAS, the Creekside Vineyards at Sand Creek project may be considered for park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "Local Park Basic Elements" and meeting the qualification criteria; and

NOW, THEREFORE, BE IT RESOLVED, that the Park and Recreation Commission does recommend to the Planning Commission:

1. That the Creekside Vineyards at Sand Creek project meet its park land dedication requirements through the payment of park-in-lieu fees in the amount of $330,000; and

2. Condition the "private park to meet all the City's Park Design Standards current at the time of the park's construction; and

3. Consider a park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "local park basic elements" and meeting the qualification criteria per Code Section 9-4.1010(C) and (D)(6).

* * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Parks and Recreation Commission of the City of Antioch at a regular meeting thereof held on the 17th day of December 2020 by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Nancy Kaiser

NANCY KAISER
CLERK TO THE PARKS AND RECREATION COMMISSION

From: Johnny Unpingco
To: Planning Division
Subject: Vineyards Project
Date: Wednesday, February 17, 2021 10:36:06 AM

As a life long resident of Antioch I would like to voice my opinion. With this project it will bring much needed infrastructure and upgrades to the city of Antioch

From: Juliana Rodriguez
To: Planning Division
Subject: Item #2 GP-19-06, PD-19-02 – Creekside Vineyards at Sand Creek
Date: Wednesday, February 17, 2021 10:52:14 AM

Planning commissioners,

My name is Eduardo Rodriguez I have lived in Antioch for 12 years. Please support this high-quality, gated community that will bring union jobs. As well as good local construction jobs paying family supporting wages. The developer has agreed to have apprentices enrolled in the State of California approved programs. This project will bring some higher end homes to Antioch creating a more balanced housing stock and has no opposition from the environment community.

Thank you for your time,
Eduardo Rodriguez

G2

From: Nick Goodwin
To: Planning Division
Subject: Agenda Item #2 Creekside Vineyards at Sand Creek
Date: Wednesday, February 17, 2021 8:28:28 AM
Attachments: image001.png

Good Evening Commissioners,

My name is Nick Goodwin and I'm the Assistant Business Manager at UA Local 159 Plumbers and Steamfitters Union of Contra Costa County. I represent many hard working men and woman that live within the community of Antioch. I reach out to you tonight to show my support for the Creekside Vineyards at Sand Creek project. This project will offer good paying local construction jobs along with the opportunity for apprenticeship, which will give our youth a gateway to the middle class all while learning a skillset that will last a lifetime. I ask for you to support this high quality project that will bring union jobs, infrastructure, and significant building permit and tax revenue to the city of Antioch.

Nick Goodwin
Plumbers & Steamfitters, UA Local 159
Assistant Business Manager
Financial Secretary Treasurer
Office: 925-229-0400
Cell: 925-412-0520
Email: nick@plumbers159.org
www.plumbers159.org
www.facebook.com/masterplumber



From:	Daniel Gaona
To:	Planning Division
Subject:	Item #2 GP-19-06, PD-19-02 – Creekside Vineyards at Sand Creek
Date:	Wednesday, February 17, 2021 4:53:46 AM

Hello,

My name is Daniel Gaona, I am a resident in the city of Antioch and have been residing here since 2016. Below I have listed a few talking points I find to be of value and are as follow:

•• Every resident within the Sand Creek Focus Area will gain the much-needed infrastructure improvements.

•• This project will bring a more balanced housing stock while creating some higher end homes in Antioch.

•• It is growth where it has long been planned for and is simply an additional phase of the Vineyards at Sand Creek/Promenade Community.

•• The developer has also agreed to having apprentices enrolled in State of California approved programs that will create opportunity for more young and at-risk workers to enter into the middle class.

•• Great local construction jobs, with a paying family supporting wage, will be used on this project. These good wages will be re-circulated through our local communities' businesses, creating additional sales taxes for Antioch.

•• Please support this high quality, gated community that will bring union jobs, infrastructure, significant building permit and tax revenues to the City of Antioch.

Thank you for your time.

Submitted electronically to the Secretary to the Planning Commission at planning@ci.antioch.ca.us

February 17, 2021

Chairman Schneiderman
and Members of the City of Antioch Planning Commission
City of Antioch
P.O. Box 5007
Antioch, CA 94531

Re: Agenda Item #2 (Continued Public Hearing) Creekside/Vineyards at Sand Creek (GPA-19-06, PD 12-02, TSM 9501)

Dear Chairman Schneiderman and Members of the Planning Commission:

GBN Partners, LLC has reviewed staff's report for the Planning Commission's February 17, 2021 hearing on the above-mentioned items, and offers the following comments:

1. Applicability of Measure T. GPA 19-06 includes proposed general plan text amendments to address unit count limitations imposed by Measure T within the area affected by that measure. Although we have no objection to the City adopting such amendments, we believe them to be legally unnecessary. Apart from the questions of compliance with SB 330 that we understand are currently being litigated, we do not believe Measure T applies to GBN's project for the following reasons:

- First, the plain language of Measure T makes it clear that the measure, including its unit count restrictions, applies only to properties located west of Deer Valley Road. It does not apply to GBN's project.

- Second, even if Measure T purported to apply to properties located east of Deer Valley Road, GBN's applications for this project were deemed complete in January, 2020, months before Measure T was even referred to the ballot, let alone enacted by the voters. Accordingly, the provisions of Measure T cannot legally be applied to GBN's project under the California Subdivision Map Act, specifically, Cal. Gov't Code section 66474.2, and a general plan amendment is unnecessary.

2. Conditions of Approval. Unfortunately, GBN received a copy of the staff report for this hearing on Friday morning, just before a holiday weekend, and were informed that relevant staff would not be available for further discussions about the proposed conditions of approval until the day of the hearing. In fact, we were not aware until Thursday night that the continued hearing had actually been rescheduled for February 17. Although GBN desires to move forward with the hearing as scheduled,

there are a few conditions in this package that were not presented to us in advance of publication, so we have had only limited opportunity to discuss them with staff. Moreover, we remain in ongoing discussions with staff about the appropriateness of certain conditions, particularly with respect to requirements for improvements to Hillcrest Avenue that would appear to exceed GBN's roughly proportional contribution to traffic impacts. Rather than postpone the hearing to address the technical details of these discussions, we request that the Planning Commission move forward with its recommendations, and GBN and staff can work out any remaining details between the Planning Commission hearing and the City Council's consideration of this project.

We appreciate your time on this project, and we look forward to addressing any questions you may have at the meeting on Wednesday night. As always, thank you for your consideration of our proposal.

Sincerely,

Lisa M. Borba, AICP
GBN Partners, LLC

MILLER STARR REGALIA

1331 N. California Blvd.
Fifth Floor
Walnut Creek, CA 94596

T 925 935 9400
F 925 933 4126
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Bryan W. Wenter, AICP
Direct Dial: 925 941 3268
bryan.wenter@msrlegal.com

February 17, 2021

VIA E-MAIL

Milanka Schneiderman
Antioch Planning Commission
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

c/o Cindy Gnos, Contract Planner
E-Mail: cindygnos@raneymanagement.com

Re: Effect of "Measure T" on the Creekside/Vineyards at Sand Creek Project

Dear Chair Schneiderman and Honorable Commissioners:

This firm represents Hillside Development Group in connection with the development of the Albers Ranch project in Antioch. Albers Ranch would develop approximately 300 homes with neighborhoods for families and seniors and could also include an assisted living facility and neighborhood commercial land uses, all on approximately 96.5 acres of land located on the east side of Deer Valley Road in the Sand Creek Focus Area.

We write to briefly address the perceived effects of Measure T, which is informally known as the "Let Antioch Voters Decide - The Sand Creek Area Protection Initiative" ("Initiative"), given that we understand City staff may believe that certain of its provisions may apply east of Deer Valley Road and the Creekside/Vineyards at Sand Creek Project includes a proposed amendment to the Antioch General Plan "to allow units for applications deemed complete prior to the Measure T election."

To the extent staff believe Measure T applies in any way east of Deer Valley Road, it is incorrect and reflects a gross misreading of the applicable law. Moreover, given that Measure T does not create or allow the creation of any such "safe harbors," to the extent staff may believe such a provision would save any project east of Deer Valley Road that is also in error. Albers Ranch could similarly propose a provision "to allow units for applications filed prior to the Measure T election," but it would be equally unnecessary and meaningless because **Measure T does not apply at all east of Deer Valley Road**. Indeed, the Initiative by its terms applies only to the

defined “Initiative Area” west of Deer Valley Road. The Initiative is crystal clear on this critical point and there is no plausible reading to the contrary. Measure T has no bearing on either the Creekside project or on the Albers Ranch project.

Background

Formerly known as Future Urban Area-1 (FUA-1), the Sand Creek Focus Area consists of approximately 2,712 acres of land in the southern part of incorporated Antioch, within the voter-approved Urban Limit Line. The Sand Creek Focus Area is defined by the City's 2003 General Plan, which calls for a mix of housing, schools, jobs and business, infrastructure, and parks and open space. As shown in General Plan Tables 4.B (Anticipated Maximum General Plan Build Out in the City of Antioch) and 4.D (Anticipated Maximum General Plan Build Out in the General Plan Study Area), the Sand Creek Focus Area has long been planned to include approximately 4,000 units of new housing.

Save Mount Diablo Initiative

Save Mount Diablo filed the Initiative on February 8, 2018 to limit development in the Sand Creek Focus Area. But rather than attempting to limit development throughout the Sand Creek Focus Area, the Initiative precisely defines an “Initiative Area” that includes only the western approximately 1,852-acre portion of the Focus Area. The Initiative makes this perfectly clear and there is nothing in its map, text, or intent that suggests a desire to regulate east of Deer Valley Road.

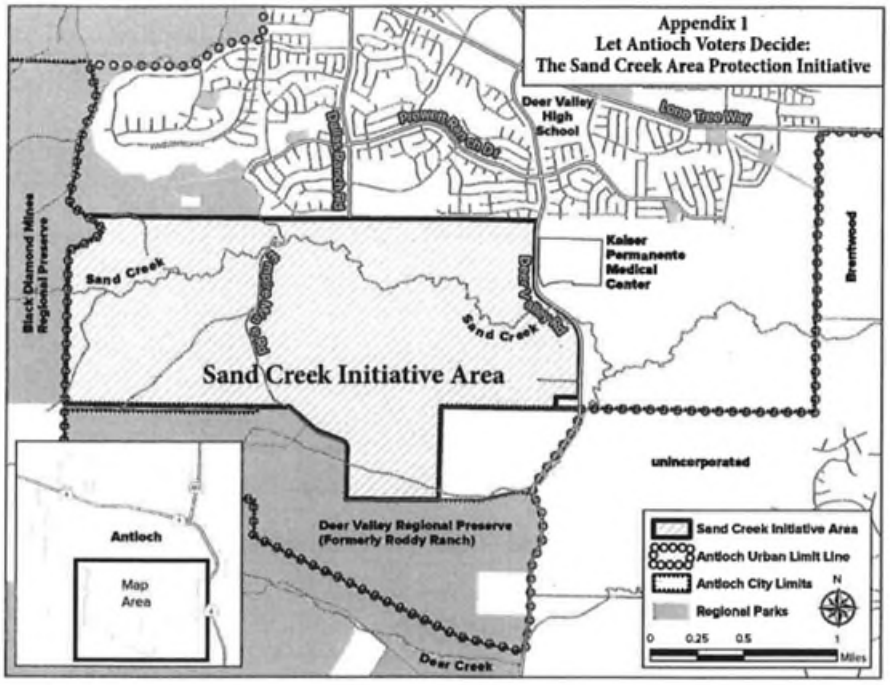
Initiative Area

Section 5 of the Initiative precisely defines the Initiative Area by reference to 32 Assessor Parcel Numbers (“APNs”) listed in Section 20(h) and a map that shows the Initiative Area.

> “ ‘Initiative Area’ means the land designated on January 1, 2018, by Assessor’s Parcel Numbers 057-010-001, 057-010-002, 057-010-003, 057-010-004, 057-021-003, 057-041-001, 057-041-002, 057-041-003, 057-041-004, 057-041-005, 057-041-006, 057-041-007, 057-041¬009, 057-041-013, 057-041-015, 057-041-016, 057-041-018, 057-041-019, 057-041-020, 057¬041-021, 057-041-022, 057-041-023, 057-041-024, 057-060-006, 075-132-009, 075-132-010, 075-132-011, 075-132-012, 075-132-013, 075-132-014, 075-132-015, and 075-132-016.”

Every referenced APN lies west of Deer Valley Road in the area depicted in the Initiative Area map shown in Appendix 1 (below).

Appendix 1



Moreover, Section 5 of the Initiative further explains that the Initiative Area only includes "the land bounded by Black Diamond Mines Regional Preserve on the west, East Bay Regional Park District lands and the city border on the south, Deer Valley Road [on the east], and existing residential development on the north."

No portion of the Initiative Area extends east of Deer Valley Road.

Legislative Intent

There is literally nothing in the Initiative to indicate that it was intended to limit development or regulate in any fashion east of Deer Valley Road. Indeed, other sections of the Initiative make clear that it was intended only to apply to the Initiative Area west of Deer Valley Road and that the development regulations east of Deer Valley Road were not disturbed. The drafters of the Initiative understood this distinction and various substantive sections of the Initiative show it clearly.

For example, Section 26 of the Initiative provides as follows:

PP. 4-38 through 4-44: **4.4.6.7 Sand Creek, b. Policy Direction**

~~The Sand Creek Focus Area is intended to function as a large scale planned community providing needed housing and employment opportunities. This Focus Area is also intended to provide substantial employment opportunities.~~ West of Deer Valley Road, the Sand Creek Focus Area, under the Sand Creek Initiative, provides rural residential housing and preserves agriculture,

> grasslands, and open space. East of Deer Valley Road, it provides primarily housing and employment opportunities. Up to approximately 280 acres are to be devoted to retail and employment generating uses east of Deer Valley Road, which will result in the creation of up to 6,500 jobs at build out. Residential development ~~within the Sand Crook Focus Area~~ east of Deer Valley Road will provide for a range of housing types, including upper income estate housing, ~~golf course oriented age restricted housing for seniors,~~ suburban single-family detached housing for families or for seniors, and multifamily development. Residential development west of Deer Valley Road will be low-density, rural single-family detached houses. The Sand Creek stream corridor, hilltops, ridgelines, hillsides and sensitive biological resources will be protected throughout the Focus Area.

The foregoing provision deliberately drew a distinction between the east and west of Deer Valley Road and plainly shows that the area east of Deer Valley Road was intentionally not included in the Initiative and the longstanding development opportunities there were meant to be preserved.

Further demonstrating this critical distinction, Section 26(q) carves out APN 057-041-012 west of Deer Valley Road and explains that the parcel is not included in the Initiative Area. In fact, that single parcel is the only parcel west of Deer Valley Road not included in the Initiative Area. While that statement was helpful to avoid confusion, there was no need to say the obvious: the Initiative Area does not extend east of Deer Valley Road.

The Initiative's changes to Tables 4.B and 4.D apply only west of Deer Valley Road and do nothing to change the Initiative Area, much less expand the Initiative Area beyond the limited definition the drafters carefully and deliberately chose to ascribe to it. Thus, while the Initiative showed illustrative unit-count reductions in Tables 4.B and 4.D, the reductions were not intended to and do not reduce the potential residential unit count in any part of the Sand Creek Focus Area east of Deer Valley Road, which is unambiguously outside the Initiative Area.[1]

[1] We note that the Initiative made several mathematical errors in Table 4.B. The Initiative proposed to reduce the anticipated maximum number of single-family dwelling units in the Sand Creek Focus Area from 3,537 to 1,938, a reduction of 1,599 units. Reducing the existing General Plan subtotal of 6,439 by 1,599 results in 4,840 units, not 4,839 units. Similarly, reducing the existing General Plan total from 35,462 units by 1,599 units results in 33,863 units, not 33,862 units. The Initiative also proposed to reduce the anticipated maximum number of multi-family dwelling units in the Sand Creek Focus Area from 433 to 162, a reduction of 271 units. Reducing the existing General Plan subtotal of 5,570 by 271 results in 5,299 units, not 4,941 units. Similarly, reducing the existing General Plan total from 11,912 units by 271 units results in 11,641 units, not 11,284 units. Just as the Initiative's drafters did not intend for it to apply east of Deer Valley Road, they did not intend to introduce mathematical errors into the General Plan.

The Antioch residents who signed the Initiative to qualify it for the ballot and those who voted "yes" on Measure T could not have been confused about the geographic scope and intent of the Initiative, nor was the City Attorney when he wrote the ballot title and summary for the measure and correctly explained that the " 'Initiative Area[] ' " [was] composed of all land within the Sand Creek Focus Area west of Deer Valley Road." It would undoubtedly be against the reasonable understanding of the City's voters to apply a superficial and inaccurate reading of Measure T so as to reduce the potential buildout of the Sand Creek Focus Area east of Deer Valley Road when there is literally nothing to suggest such an intent.

Conclusion

The Initiative defines a precise Initiative Area, all of which lies west of Deer Valley Road. Nothing in the Initiative extends to or indicates an intent to extend east of Deer Valley Road. Even if the City were somehow inclined to rely on the Initiative to restrict residential buildout throughout the Sand Creek Focus Area—without a single indication of such intent—Section 21 of the Initiative expressly provides the City authority to amend the Initiative to implement its substantive content. The City thus has all the legal authority it needs to interpret and apply the Initiative as it was intended, in the defined Initiative Area west of Deer Valley Road. We have discussed these issues with Save Mount Diablo, the proponents of the Initiative, and they agree with our interpretation.

In addition, we must note that nothing in the law allows the City to administratively import the regulations enacted by Measure T east of Deer Valley Road without compliance with the Ralph M. Brown Act, the Planning and Zoning Law, the California Environmental Quality Act, the Fourteenth Amendment to the U.S. Constitution, and Article I, Section 7 of the California Constitution given that nothing in Measure T does so or could be reasonably read to do so.

Sincerely,

MILLER STARR REGALIA

Bryan W. Wenter

Bryan W. Wenter, AICP

BWW/kli

cc: Jose Ayala, Housing Policy Analyst, Housing and Community Development
Edward Sortwell Clement, Jr., Executive Director, Save Mount Diablo
Seth M. Adams, Land Conservation Director, Save Mount Diablo
Lucia Albers
Mike Ramsey

From: jonathan amavizca <amavizcaj@yahoo.com>
Sent: Wednesday, February 17, 2021 3:53 PM
To: Planning Division <Planning@ci.antioch.ca.us>
Subject: Creek side vineyard at sand creek

Hello my names Jonathan Amavizca. Im a local 104 apprenticeship and I believe that this project will provide a Good local construction jobs and a way for families to put food on the table. These wages will be re-circulated through the communities' businesses creating additional sales taxes for Antioch.

Sent from Yahoo Mail for iPhone

From: Lucia Albers <albers9601@aol.com>
Sent: Wednesday, February 17, 2021 2:10 PM
To: planning@ci.antioch.ca.us <planning@ci.antioch.ca.us> <planning@ci.antioch.ca.us <planning@ci.antioch.ca.us>
Subject: COMMENTS FOR" CREEKSIDE VINEYARDS AT SAND CREEK" FOR HEARING OF 2-17-2021

I WOULD LIKE TO SUPPORT THE PROJECT NAMED " CREEKSIDE VINEYARDS AT SAND CREEK ". I BELIEVE THIS BEAUTIFUL PROJECT WILL ENHANCE THE CITY OF ANTIOCH.

I ALSO HAVE MY PROJECT NEXT TO CREEKSIDE, "THE OLIVE GROVES AT ALBERS RANCH" WHICH BORDERS THIS PROJECT. IT IS ALSO THE LAST ONE INSIDE THE URBAN LIMIT LINE AND IS LOCATED EAST OF DEER VALLEY ROAD AS IS THE CREEKSIDE PROJECT. THESE PROJECTS ARE NOT IMPACTED BY MEASURE "T" BECAUSE THEY ARE LOCATED EAST OF DEER VALLEY ROAD. BOTH PROJECTS ARE BEAUTIFUL AND WILL GENERATE TAXES, JOBS, AMENITIES, AND OTHER NEEDED SERVICES IN THE CITY OF ANTIOCH.

THANK YOU.

LUCIA ALBERS
925 779 0397

M E M O R A N D U M

DATE: August 26, 2020

TO: Alexis Morris, Planning Manager, City of Antioch

Cindy Gnos, Project Planner, Raney Planning & Management

FROM: Lisa Borba AICP, GBN Partners LLC

SUBJECT: Fiscal Impact Analysis Memo of the Creekside/Vineyards at Sand Creek Project GP-19-06/PD-19-02/VTSM 9501

The Purpose of the Creekside/Vineyards at Sand Creek ("Project") Fiscal Impact Analysis ("FIA") is to estimate the demand that the Project will have on City Services and estimate the revenues that will be generated by the Project to offset the increased demand on City Services, at Project Build-out. The Analysis follows the analysis and assumptions in the recently approved Fiscal Analysis by DPFG (for The Ranch at Antioch, prepared in July 2018), with assumptions updated for the current fiscal year.

Project Summary Statements

- Project Site Areas: The total Project site is 158.2-acres. The Development Area is approximately 58-acres onsite, 2-acres offsite and 100-acres onsite remaining as private open space. Proposed within the Development Area are 220-single family medium-low density residential lots, approximately 4 acres of private park space and approximately 8 acres of public street.
- Community Scenarios: The Project is proposed to be a gated community that can be flexibly developed in response to market conditions. As such, this Fiscal Analysis estimates three Scenarios : Scenario #1 is 100% all restricted ("Active Adult"), Scenario #2 is 134 Active Adult and 86 Family Housing ("Mixed Community"), and Scenario #3 is 100% all Unrestricted ("Family Housing"). See Table 1 for the three scenarios and further breakdown of the lot sizes.
- Population: The Project is estimated to generate between 330 and 722 residents, based upon the person per household assumption, and between the three Scenarios.

Fiscal Impact Analysis Conclusions

- The FIA indicates that Each Scenario the Project at build-out, is estimated to generate **Positive** fiscal impacts in the range of $88,472 to $136,333, to the City's General Fund. The anticipated Revenues and Expenditures are summarized as follows:

Creekside/VSC at Build-out	Scenario 1 "Active Adult"	Scenario 2 "Mixed Community"	Scenario 3 "Family Housing"
Project Revenues	$289,330	$341,593	$423,026
Project Expenditures	$152,997	$223,969	$334,554
General Plan Surplus	**$136,333**	**$117,624**	**$ 88,472**

- Project specific maintenance costs are estimated to have an annual cost of $85,327. These costs are related to maintaining landscaping medians, open space and parks. It is assumed that a Project specific funding mechanism will be created (or existing funding mechanism will be used) to fund these Project specific maintenance obligations.
- The Project is estimated to generate between $55,550 and $111,096 in CFD 2018-2 Special Tax revenue at build-out to fund City Police Services.

Attachments

Table 1: Creekside Land Use Summary Scenarios
Table 2: Creekside Estimated Fiscal Impact Analysis Summary

Figure 1: Fiscal Modeling
Figure 2: City of Antioch Population Data

Appendix Table A.1: Creekside FIA "General Fund Revenues"
Appendix Table A.2: Creekside FIA "General Fund Expenditures"
Appendix Table A.3: Creekside FIA "Property, Transfer and Tax in Lieu of VLF Case Study"
Appendix Table A.4: Creekside FIA "Taxable Expenditures and Sales Tax Revenue Case Study"
Appendix Table A.5: Creekside FIA "Police Services Special Tax Revenue"
Appendix Table A.6: Creekside FIA "General Assumptions"
Appendix Table A.7: Creekside FIA "Property Tax Allocation Assumptions" (FY 2019/2020)
Appendix Table A.8: Creekside FIA "Creekside Development Maintenance Areas"

end

TABLE 1: Creekside Household and Assessed Valuation Scenarios Summary

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

Residential Type	Lot Size	Est. Market Value Per Unit	Scenario 1 : 100% Restricted "Active Adult" Units		Scenario 2 : "Mixed Community" (Active Adult smaller lots/Family larger lots)		Scenario 3 : 100% Unrestricted "Family" Units	
			Units	*Total Assessed Valuation*	*Units*	*Total Assessed Valuation*	*Units*	*Total Assessed Valuation*
Active Adult	**50' x 90'**	**$ 450,000**	134	$ 60,300,000	134	$ 60,300,000	0	$ -
Active Adult	**55' x 90'**	**$ 500,000**	86	$ 43,000,000	0	$ -	0	$ -
Unrestricted	**50' x 90'**	**$ 625,000**	0	$ -	0	$ -	134	$ 83,750,000
Unrestricted	**55' x 90'**	**$ 675,000**	0	$ -	86	$ 58,050,000	86	$ 58,050,000
		Total Land Uses:	220	**$ 103,300,000**	220	**$ 118,350,000**	220	**$ 141,800,000**

Source: Product Mix and pricing per developer.

H3

TABLE 2: Creekside Estimated Fiscal Impact Analysis Summary

August 26, 2020

City of Antioch General Fund Revenues	Estimating Procedure	Service Population or Households(1)	Revenue Multiplier	Scenario 1 : 100% Restricted "Active Adult" Units	Scenario 2 : "Mixed Community"	Scenario 3 : 100% Unrestricted "Family" Units
				Annual General Fund Revenue at Buildout		
Property Taxes Secured	*Case Study A.3*	*N/A*	*N/A*	$ 99,656	$ 114,176	$ 136,798
Property Tax In Lieu of VLF	*Case Study A.3*	*N/A*	*N/A*	$ 71,072	$ 81,426	$ 97,560
Property Taxes - Unsecured	*(2)*	*N/A*	*N/A*			
Property Taxes - Other	*(2)*	*N/A*	*N/A*			
Other In Lieu Taxes	*(2)*	*N/A*	*N/A*			
Unitary Tax	*(2)*	*N/A*	*N/A*			
Franchises Miscellaneous	*(2)*	*N/A*	*N/A*			
Franchise - Gas	*Households*	*220*	$ 25.05	$ 5,510	$ 5,510	$ 5,510
Franchise - Electric	*Households*	*220*	$ 13.57	$ 2,985	$ 2,985	$ 2,985
Franchise - Cable TV	*Households*	*220*	$ 41.81	$ 9,198	$ 9,198	$ 9,198
Franchise - Trash	*Households*	*220*	$ 31.79	$ 6,994	$ 6,994	$ 6,994
Business License Tax	*(2)*	*N/A*	*N/A*			
Business License Tax - Rentals	*(2)*	*N/A*	*N/A*			
Business License Tax - Penalty	*(2)*	*N/A*	*N/A*			
Business License Tax Application	*(2)*	*N/A*	*N/A*			
Contractor Business License	*(2)*	*N/A*	*N/A*			
Property Transfer Tax	*Case Study A.3*	*N/A*	*N/A*	$ 6,312	$ 7,232	$ 8,665
Sales & Use Tax	*Case Study A.4*	*N/A*	*N/A*	$ 15,890	$ 18,205	$ 21,812
Sales & Use Tax In Lieu Swap	*(2)*	*N/A*	*N/A*			
Sales Tax Measure C	*(2)*	*N/A*	*N/A*			
1% Sales Tax (Measure W)	*Case Study A.4*	*N/A*	*N/A*	$ 15,890	$ 18,205	$ 21,812
Sales & Use Tax P.S. Allocation	*(2)*	*N/A*	*N/A*			
Motor Vehicle In Lieu Fees	*(2)*	*N/A*	*N/A*			
Transit Occupancy Tax	*(2)*	*N/A*	*N/A*			
Licenses & Permits	*(2)*	*N/A*	*N/A*			
Vehicle Code Fines Scenario 1	*Persons Served*	*330*	*0.82*	$ 272		
Vehicle Code Fines Scenario 2	*Persons Served*	*483*	*0.82*		$ 399	
Vehicle Code Fines Scenario 3	*Persons Served*	*722*	*0.82*			$ 595

Annual Revenues at Buildout, Continued				Scenario 1 : 100% Restricted "Active Adult" Units	Scenario 2 : "Mixed Community"	Scenario 3 : 100% Unrestricted "Family" Units
				Annual Revenue at Buildout		
Non-Traffic Fines	*(2)*	*N/A*	*N/A*			
Use of Money & Property	*(2)*	*N/A*	*N/A*			
Revenue From Other Agencies	*(2)*	*N/A*	*N/A*			
Service Charges	*(2)*	*N/A*	*N/A*			
Other Revenues	*(2)*	*N/A*	*N/A*			
Transfers In	*(2)*	*N/A*	*N/A*			
Subtotal Estimated General Fund Revenues				**$ 233,780**	**$ 264,330**	**$ 311,930**

			Scenario 1 : 100% Restricted "Active Adult" Units		Scenario 2 : "Mixed Community"		Scenario 3 : 100% Unrestricted "Family" Units	
City of Antioch General Fund Expenditures	Estimating Procedure	Expenditure Per Person	Service Population or Households	Annual Expenditure at Buildout	Service Population or Households	Annual Expenditure at Buildout	Service Population or Households	Annual Expenditure at Buildout
Legislative & Administrative	*Residents*	*$ 19.55*	330	$ 6,450.18	483	$ 9,442.28	722	$ 14,104.38
Finance	*Residents*	*$ 6.51*	330	$ 2,147.00	483	$ 3,142.95	722	$ 4,694.78
Non-Departmental	*Residents*	*$ 14.58*	330	$ 4,811.43	483	$ 7,043.35	722	$ 10,521.00
Public Works	*Residents*	*$ 56.62*	330	$ 18,685.72	483	$ 27,353.63	722	$ 40,859.44
Police Services	*Persons Served*	*$ 305.61*	330	$ 100,852.75	483	$ 147,636.19	722	$ 220,531.34
Police Services Animal Support	*Persons Served*	*$ 10.64*	330	$ 3,511.15	483	$ 5,139.90	722	$ 7,677.72
Recreation and Community Services	*Residents*	*$ 21.59*	330	$ 7,125.81	483	$ 10,431.32	722	$ 15,581.77
Community Development	*Residents*	*$ 28.52*	330	$ 9,413.09	483	$ 13,779.62	722	$ 20,583.28
Total General Fund Expenditures				**$ 152,997.13**		**$ 223,969.25**		**$ 334,553.71**
General Fund Surplus/(Deficit)				**$ 80,783.04**		**$ 40,360.78**		**$ (22,623.28)**
Police Services CFD 2018-02 Special Tax Revenues				**$ 55,550.00**		**$ 77,263.28**		**$ 111,095.60**
Total Fiscal Surplus/(Deficit)				**$ 136,333.04**		**$ 117,624.06**		**$ 88,472.32**

Notes:

1. See Appendix Table A.6 for Households and Persons Served per Scenario.

2. This Revenue source is not expected to be affected by the Project and therefore is not evaluated in this analysis.

Base Fiscal Year	2019-20
Property Tax Rate (Post ERAF)	9.64728%
Annual Residential Turnover Rate	11.11%

Figure 2: City of Antioich Population Data

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

City of Antioch Population	113,901
City of Antioch Employees	50,996
City of Antioch Persons Served (Population plus 50% of Employees)	139,399
City of Antioch Occupied Households	
Persons Per Household	
Active Adult Households	1.50
Family Households	3.28

Appendix Table A.1 : General Fund Revenues

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

City of Antioch General Fund Revenues	Estimating Procedure	Case Study Reference	FY 2019-20 Adopted Proposed Revenues	Service Population(1)/ Households	Revenue Multiplier
Property Taxes Secured	*Case Study*	*Table A.3*	*$ 11,193,424*	*N/A*	
Property Tax In Lieu of VLF	*Case Study*	*Table A.3*	*$ 8,426,090*	*N/A*	
Property Taxes - Unsecured	*(2)*		*$ 320,000*	*N/A*	
Property Taxes - Other	*(2)*		*$ 700,000*	*N/A*	
Other In Lieu Taxes	*(2)*		*$ -*	*N/A*	
Unitary Tax	*(2)*		*$ 526,420*	*N/A*	
Franchises Miscellaneous	*(2)*		*$ 9,020*	*N/A*	
Franchise - Gas	*Households*		*$ 853,965*	*34,096*	25.05
Franchise - Electric	*Households*		*$ 462,675*	*34,096*	13.57
Franchise - Cable TV	*Households*		*$ 1,425,584*	*34,096*	41.81
Franchise - Trash	*Households*		*$ 1,084,000*	*34,096*	31.79
Business License Tax	*(2)*		*$ 1,400,000*	*N/A*	
Business License Tax - Rentals	*(2)*		*$ 2,200,000*	*N/A*	
Business License Tax - Penalty	*(2)*		*$ 50,000*	*N/A*	
Business License Tax Application	*(2)*		*$ 80,000*	*N/A*	
Contractor Business License	*(2)*		*$ 20,000*	*N/A*	
Property Transfer Tax	*Case Study*	*Table A.3*	*$ 530,000*	*N/A*	
Sales & Use Tax	*Case Study*	*Table A.4*	*$ 14,821,405*	*N/A*	
Sales & Use Tax In Lieu Swap	*(2)*		*$ -*	*N/A*	
Sales Tax Measure C	*(2)*		*$ -*	*N/A*	
1% Sales Tax (Measure W)	*Case Study*	*Table A.4*	*$ 15,145,698*	*N/A*	
Sales & Use Tax P.S. Allocation	*(2)*		*$ 665,000*	*N/A*	
Motor Vehicle In Lieu Fees	*(2)*		*$ 50,000*	*N/A*	
Transit Occupancy Tax	*(2)*		*$ 145,000*	*N/A*	
Licenses & Permits	*(2)*		*$ 1,280,000*	*N/A*	
Vehicle Code Fines	*Persons Served*		*$ 115,000*	*139,399*	0.82
Non-Traffic Fines	*(2)*		*$ 20,000*	*N/A*	
Use of Money & Property	*(2)*		*$ 570,000*	*N/A*	
Revenue From Other Agencies	*(2)*		*$ 288,976*	*N/A*	
Service Charges	*(2)*		*$ 2,831,646*	*N/A*	
Other Revenues	*(2)*		*$ 879,000*	*N/A*	
Transfers In	*(2)*		*$ 3,433,778*	*N/A*	
Total General Fund Revenues			$ 69,526,681		

Source: City of Antioch 2019-21 Operating Budget, Adopted June 25, 2019

Notes:

1. See Figure 2 for Population and Household Data
2. This revenue source is not expected to be affected by the Project and therefore is not evaluated in the analysis.

Appendix Table A.2 : General Fund Expenditures

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

City of Antioch General Fund Expenditures	Estimating Procedure	FY 2019-20 Adopted Proposed Expenditures (1)	Service Population(2)	Average Cost per Person Served	Adjustment Factor (3)	Expenditure Per Person
Legislative & Administrative	*Residents*	*$ 4,452,615*	*113,901*	*$ 39.09*	*50%*	*19.55*
Finance	*Residents*	*$ 1,482,096*	*113,901*	*$ 13.01*	*50%*	*6.51*
Non-Departmental	*Residents*	*$ 3,321,375*	*113,901*	*$ 29.16*	*50%*	*14.58*
Public Works	*Residents*	*$ 8,599,281*	*113,901*	*$ 75.50*	*75%*	*56.62*
Police Services	*Persons Served*	*$ 42,602,339*	*139,399*	*$ 305.61*	*100%*	*305.61*
Police Services Animal Support	*Persons Served*	*$ 1,483,186*	*139,399*	*$ 10.64*	*100%*	*10.64*
Recreation and Community Services	*Residents*	*$ 2,459,506*	*113,901*	*$ 21.59*	*100%*	*21.59*
Community Development	*Residents*	*$ 4,331,959*	*113,901*	*$ 38.03*	*75%*	*28.52*
Total General Fund Expenditures		$ 68,732,357				463.63

Source: City of Antioch 2019-21 Operating Budget, Adopted June 25, 2019

Notes:

1. Expenditures include Measure W Funding Expenditures per the Operating Budget.
2. See Figure 2 for Population and Household Data
3. Percentage of Budget that is expected to grow proportionally with new development, as previously approved in the DPFG Analysis, July 2018

Appendix Table A.3 : Property, Transfer and Tax In-Lieu of VLF Case Study

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

Land Use Assumption and Estimated Valuation

Lot Size	Price per Unit	*Scenario 1:"100% Active Adult"* Build-out Units	Total Valuation	*Scenario 2: "Mixed Community"* Build-out Units	Total Valuation	*Scenario 3:"100% Family Units"* Build-out Units	Total Valuation
Active Adult				***Active Adult***		***Active Adult***	
50' x 90'	$ 450,000	134	$ 60,300,000	134	$ 60,300,000	0	$ -
55' x 90'	$ 500,000	86	$ 43,000,000	0	$ -	0	$ -
Unrestricted				***Unrestricted***		***Unrestricted***	
50' x 90'	$ 625,000	0	$ -	0	$ -	134	$ 83,750,000
55' x 90'	$ 675,000	0	$ -	86	$ 58,050,000	86	$ 58,050,000
Total Residential Valuation		**220**	**$ 103,300,000**	**220**	**$ 118,350,000**	**220**	**$ 141,800,000**

A. Estimated Annual Property Tax Case Study		Scenario 1	Scenario 2	Scenario 3
Basic Rate	1%	$ 1,033,000	$ 1,183,500	$ 1,418,000
Percent Allocated to City (1)	9.64728%	$ 99,656	$ 114,176	$ 136,798
Annual Property Tax Allocated to the City General Fund		**$ 99,656**	**$ 114,176**	**$ 136,798**

B. Estimated Property Transfer Tax Case Study		Scenario 1	Scenario 2	Scenario 3
Residential Property Turnover Rate (2)	11.11%			
Residential Property Total Valuation		$ 103,300,000	$ 118,350,000	$ 141,800,000
Annual Estimated Assessed Turnover Valuation		$ 11,476,630	$ 13,148,685	$ 15,753,980
Rate per $1000 of Assessed Value (3)	$ 0.55			
Total Estimated Property Transfer Tax		**$ 6,312**	**$ 7,232**	**$ 8,665**

C. Estimated Property Tax in Lieu of VLF Case Study	Scenario 1	Scenario 2	Scenario 3
FY 19-20 City of Antioch Assessed Valuation (4)	$ 12,247,008,168	$ 12,247,008,168	$ 12,247,008,168
Assessed Value of Project	$ 103,300,000	$ 118,350,000	$ 141,800,000
Total Assessed Value	$ 12,350,308,168	$ 12,365,358,168	$ 12,388,808,168
Percent Change in Assessed Value	0.84%	0.97%	1.16%
Total FY 2019-20 Property Tax In-Lieu of VLF Adopted Revenue (5)	$ 8,426,090	$ 8,426,090	$ 8,426,090
Estimated Increase in Property Tax in Lieu of VLF	**$ 71,072**	**$ 81,426**	**$ 97,560**

Source: Product Mix and Pricing per Developer.

Notes:

1. See Table A.6

2. US Census Bureau 2013 Mobility Study, Assumes a person moves every 9 years.

3. Contra Costa County Clerk Recorder website, $1.10/$1,000, split evenly between City and County (Rev.& Tax Code Sec 11911-11929).

4. Total FY 2019-20 Secured and Unsecured value for the City of Antioch per Contra Costa County Office of the Assessor Annual Summary Assessment Roll

5. City of Antioch FY 2019-20 Adopted Proposed Budget.

Appendix Table A.4 : Taxable Expenditures and Sales Tax Revenue Case Study

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

Average Household Income | **Average Taxable Expenditure**

Lot Size	*Avg Home Value (1)*	*Total Annual Mortgage, Ins&Tax Payments (2)*	*Estimated Household Income (3)*	as % of income (4)	Expenditure Per Household
Active Adult					
50' x 90'	$ 450,000	$ 34,901	$ 116,337	23.80%	$ 27,688
55' x 90'	$ 500,000	$ 38,778	$ 129,260	23.80%	$ 30,764
Unrestricted			$ -		
50' x 90'	$ 625,000	$ 48,473	$ 161,577	23.80%	$ 38,455
55' x 90'	$ 675,000	$ 52,351	$ 174,503	23.80%	$ 41,532

Total Taxable Expenditure

	Scenario 1:"100% Active Adult"		*Scenario 2: "Mixed Community"*		*Scenario 3:"100% Family Units"*	
Lot Size	Units	Taxable Expenditures	Units	Taxable Expenditures	Units	Taxable Expenditures
Active Adult						
50' x 90'	134	$ 3,710,209	134	$ 3,710,209	0	$ -
55' x 90'	86	$ 2,645,694	0	$ -	0	$ -
Unrestricted						
50' x 90'	0	$ -	0	$ -	134	$ 5,153,003
55' x 90'	0	$ -	86	$ 3,571,734	86	$ 3,571,734
Total Taxable Expenditure		**$ 6,355,903**		**$ 7,281,943**		**$ 8,724,737**

Taxable Sales from New Households

		Scenario 1		*Scenario 2*		*Scenario 3*
Estimated Taxable Capture Rate within the City of Antioch (5)	25%	**$ 1,588,975.66**	25%	**$ 1,820,485.80**	25%	**$ 2,181,184.32**

Esimated Sales Tax Revenue from Project Households to the City of Antioch

		Scenario 1		*Scenario 2*		*Scenario 3*
Sales and Use Tax (6)	1%	**$ 15,889.76**	1%	**$ 18,204.86**	1%	**$ 21,811.84**
Measure W (7)	1%	**$ 15,889.76**	1%	**$ 18,204.86**	1%	**$ 21,811.84**

Notes:

1. Estimated home values provided by developer.

2. Based on a 6%, 30-year fixed rate mortgage with a 20% down payment and 2% for annual taxes and insurance.

3. Assumes mortgage lending guidelines allow no more than 30% of income dedicated to mortgage payments, taxes and insurance.

4. Average taxable expenditures per household used to estimate annual sales tax revenue.Based upon the California State Board of Equalization 2017-18 Annual Report.

5. 25% was used to estimate the taxable capture rate within the City of Antioch.

6. The Bradley-Burns rate, based upon the California State Legislative Analysts Office "Understanding California State Tax", 2015.

7. Measure C at 0.5% was replaced and transitioned to Measure W at 1% since 2018.

Fiscal Year 2019-20 Special Tax (CFD 2018-02)

		Scenario 1:"100% Active Adult"		*Scenario 2: "Mixed Community"*		*Scenario 3:"100% Family Units"*	
Lot Size	Annual Tax Rate (1)	Units	Annual Special Tax Revenue	Units	Annual Special Tax Revenue	Units	Annual Special Tax Revenue
Active Adult							
50' x 90'	$ 252.50	134	$ 33,835	134	$ 33,835	0	$ -
55' x 90'	$ 252.50	86	$ 21,715	0	$ -	0	$ -
Unrestricted							
50' x 90'	$ 504.98	0	$ -	0	$ -	134	$ 67,667
55' x 90'	$ 504.98	0	$ -	86	$ 43,428	86	$ 43,428
Police Services Special Tax Revenue			**$ 55,550**		**$ 77,263**		**$ 111,096**

Notes:

1. Per Cindy Gnos on August 24, 2020, the CFD No. 2018-02 Police Services Special Tax Rates for FY 2020-21 are $504.98 for SFR, $319.83 for MFR and $252.50 for ARR.

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Appendix Table A.6 : General Assumptions

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

Base Fiscal Year (1) FY 2019-20

Property Turnover Rate (% per year)(2) 11.11%

Residential Type	Lot Size	Persons Per Dwelling Unit	Scenario 1 : 100% Restricted "Active Adult" Units		Scenario 2 : "Mixed Community"		Scenario 3 : 100% Unrestricted "Family" Units	
		(3) & (4)	*Units*	*Total Persons*	*Units*	*Total Persons*	*Units*	*Total Persons*
Active Adult	50' x 90'	1.50	134	201	134	201	0	0
Active Adult	55' x 90'	1.50	86	129	0	0	0	0
Unrestricted	50' x 90'	3.28	0	0	0	0	134	439.52
Unrestricted	55' x 90'	3.28	0	0	86	282.08	86	282.08
Total Residential Persons Served			220	**330**	220	**483**	220	**722**

General Demographic Characteristics

Total Citiwide

City of Antioch Population (5)		113,901
City of Antioch Employees (6)		50,996
City of Antioch Persons Served (Population plus 50% of Employees)		**139,399**
City of Antioch Housing Units		36,149
Vacancy Rate	5.70%	
City of Antioch Occupied Households (4)		**34,096**

Notes:

1. Reflects 2019-20 City of Antioch Adopted Budget (no inflation or appreciation)

2. US Census Bureau 2013 Mobility Study.

3. Per CFD 2018-02 RMA, citing standard industry assumptions.

4. State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State, January 1, 2011-2020, Sacramento CA May 2020.

5. City of Antioch Operating Budget Adopted June 25, 2019.

6. City of Antoch Comprehensive Annual Financial report, June 30, 2019.

Appendix Table A.7 : Property Tax Allocation Assumptions

Creekside/VSC Fiscal Impact Analysis

August 26, 2020

General Assumptions	FY 2019-20
Tax Rate Area:	"01111"

Property Tax Fund	**Post-ERAF % (1)**
County General	9.63308%
County Library	1.93548%
Contra Costa Fire	8.81639%
CC Flood Control	0.22705%
Flood Control Z-1	2.15824%
Co Water Agency	0.04623%
CC Res Conservation	0.02094%
CoCo Mosquito Abatement	0.19081%
Byron BKU Cemetery	0.51723%
CCWD	0.61457%
BART	0.81898%
BAAQMD	0.23871%
City of Antioch	9.64728%
Liberty High	18.80836%
Brentwood Elem	16.84150%
Byron Elem	0.51230%
Knightsen Elem	0.36553%
Oakley Elem	5.17728%
Co Supt of Schools	2.34633%
K-12 Schools ERAF	13.15981%
CoCo Community College	5.96450%
Comm College ERAF	1.95940%
	100.00000%

Source: Contra Costa County Auditor-Controller's Office

Notes:

1. The allocation in this column reflects the net allocation to the General Fund after the ERAF (Education Revenue Augmentation Fund) allocation has been applied.

Maintenance Item	Unit	Quantity	Unit Price [1]	Annual Maintenance Cost
Parks	Acre	3.9	$ 11,300	$ 44,070
Landscaping	Acre	1.8	$ 12,500	$ 22,500
Open Space	Acre	7.36	$ 780	$ 5,741
Private Lands	Acre	99.3		NIC
Hillcrest Ave (Lighting & Landscaping)		7.8		TBD
Detention Basin		4		TBD
Total Maintenance Costs:				$ 72,311

Contingency and Administration Costs		
County Admin (1%)		DNA
Contingency & Repair/Replacement (10%)		$ 7,231
Parks Dept (5%)		$ 3,616
Administration (3%)		$ 2,169
Subtotal Contingency and Admin Costs		$ 13,016

Total Project Annual Maintenance Cost Summary		
Subtotal Annual Maintenance		$ 72,311
Subtotal Contingency and Admin Costs		$ 13,016
Total Annual Maintenance Costs		**$ 85,327**
Per Unit Annual Maintenance Costs	220 Units	$ 387.85

1. Source: Unit pricing estimates from DPFG The Ranch Fiscal Analysis

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director for FE

SUBJECT: California Community Housing Agency (CALCHA) Middle-Income Rental Housing Program Membership

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RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution authorizing the City to become an Additional Member of the California Community Housing Agency ("CalCHA"); supporting CalCHA's issuance of tax-exempt bonds for the production, preservation, and protection of essential middle-income rental housing; and authorizing the City Manager to enter into purchase option agreements with CalCHA for essential middle-income rental housing created within City limits.

FISCAL IMPACT

There are no financial expenditures, liabilities, or obligations created by joining CalCHA or executing a Purchase Option Agreement for a property. If a Purchase Option Agreement is exercised between Year 15 and Year 30, a fiscal impact could result from the acquisition. Should property acquired through the Program generate income through surplus cash flow or a one-time sale, the City would receive the generated income. Acquired projects would continue to pay the City's residential Business License tax, but would not pay property taxes. The City's share of property tax is minor at 8% of the total property tax paid.

DISCUSSION

Background

Increasing the affordability and availability of housing has been a priority of the City of Antioch and the State of California. Through partnership with outside affordable housing developers, the City has promoted affordable homeownership and rental opportunities for very low-, low-, and moderate-income households. Because of the structure of State and federal funding sources, as well as the State Density Bonus Law, affordable rental housing targets almost exclusively lower-income households, particularly those with incomes below 60% of AMI.

The California Community Housing Agency (CalCHA) is a joint powers authority, which was recently created to address a portion of the "missing middle," or those earning between 60% and 120% of AMI. In Contra Costa County, this equates to annual income of up to $156,600 for a household of four, per the California Tax Credit Allocation Committee's recently released 2020 maximum income levels. Through its Essential Middle-Income Rental Housing Program (Program), CalCHA acquires existing market-rate apartment communities through the issuance and sale of its own governmental purpose bonds. As a governmental entity, CalCHA is granted a 100% property tax exemption for each property it acquires. These complexes are then converted to rent-restricted units for Low-Income, Median-Income, and Moderate-Income households earning no more than 120% of AMI. Under the Program, no existing tenants are displaced. Rents on affordable units created through this Program would be capped at a maximum of 35% of the applicable percentage of AMI, and annual rent increase percentages are also capped at a maximum of 4%, which is well below the limits allowed with AB1482. All new tenants would need to income-qualify.

The City would not be a direct party to the real estate transaction or financial transaction. The bonds issued by CalCHA for a project are payable solely out of the revenues and receipts derived from the project being financed and are not obligations of the City. For the Program to acquire properties in Antioch, the City would first need to become an Additional Member of CalCHA. Before a property is acquired under the Program, the City would need to sign a Purchase Option Agreement for the specific property, which allows, but does not obligate the City, at its sole discretion, to purchase the property between Year 15 and Year 30 of the bonds. To maintain housing affordability beyond 30 years, the most likely outcome would be for the City to assign its purchase option to a non-profit housing corporation. Additionally, the City would receive any surplus cash flow from the property during the life of the bonds. If the City elects not to exercise its purchase option, CalCHA maintains the right to sell the property after Year 30, at which time all net sale proceeds would be granted to the City. The City has the option of directing any revenues it may receive from the Program to be used for affordable housing, or the City could opt to keep the revenue unrestricted.

The immediate purpose of this program is to accommodate the acquisition of the Mira Vista apartment complex. Beyond this project, joining the JPA would bring the possibility of increased affordable housing opportunities to the City that is not dependent on local subsidy, and would provide rental housing affordable to middle income renters, who often do not have access to rent regulated affordable rental housing.

To date, CalCHA has added Walnut Creek, Fairfield, Glendale, Glendale Housing Authority, Hayward, Larkspur, Livermore, Marin County, Menlo Park, Mountain View, Napa, and Santa Rosa as Additional Members. In addition, since its inception in January 2019, CalCHA has acquired four assets: 1) Annadel Apartments in Santa Rosa (390 units), 2) Verdant at Green Valley in Fairfield (286 units), 3) Serenity at Larkspur in Larkspur (342 units), and 4) The Arbors in Livermore (162 units) – totaling more than $550 million of acquisitions/conversions.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2021-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY TO BECOME AN ADDITIONAL MEMBER OF THE CALIFORNIA COMMUNITY HOUSING AGENCY ("CALCHA"); DIRECTING THE EXECUTION OF ONE OR MORE PUBLIC BENEFIT AGREEMENTS WITH CALCHA; AND SUPPORTING CALCHA'S ISSUANCE OF BONDS FOR THE PRODUCTION, PRESERVATION AND PROTECTION OF ESSENTIAL MIDDLE-INCOME RENTAL HOUSING WITHIN CITY LIMITS

WHEREAS, CalCHA is a Joint Powers Authority created pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and a Joint Exercise of Powers Agreement Relating to CalCHA among certain public agencies (the "Agreement"), in order to produce, preserve and protect quality affordable rental housing made available to California's essential middle-income workforce;

WHEREAS, one of the primary goals of the City of Antioch (the "City") is to meet the growing housing needs of its residents by actively supporting the production, preservation and protection of market-rate and affordable rental housing for all;

WHEREAS, the City, has determined that it is in the public interest and for the public benefit that the City become an Additional Member of CalCHA pursuant to Section 12 of the Agreement in order to facilitate the production, preservation and protection of quality affordable rental housing for the City's essential middle-income workforce, including the financing of projects therefor by CalCHA;

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City (the "City Council"), with the assistance of its staff, have reviewed said document, and the City proposes to become an Additional Member of CalCHA;

WHEREAS, CalCHA proposes to issue from time to time its governmental purpose revenue bonds (the "Bonds") and use the proceeds thereof to finance the acquisition, construction, development and certain related costs of multifamily housing developments within the City (each, a "Project");

WHEREAS, CalCHA intends to implement regulatory agreements at each Project to avoid the displacement of existing residents, restrict future occupancy to middle-income households earning no more than 120% of area median income, and impose limitations on the annual rent increases of such qualified middle-income households;

WHEREAS, CalCHA proposes, pursuant to one or more Public Benefit Agreements (the "Public Benefit Agreements"), between CalCHA and the City, the form of which has been filed with the City Council, to grant the City the option, but never the obligation, to purchase each Project or to cause CalCHA to sell such Project,

commencing on the date fifteen (15) years after CalCHA's acquisition of such Project; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by CalCHA for the aforesaid purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby authorizes the City to become an Additional Member of CalCHA. The Agreement is hereby approved and the City Manager or the designee thereof is hereby authorized and directed to execute the Agreement and the City Clerk or such Clerk's designee is hereby authorized and directed to attest thereto.

Section 3. The proposed form of Public Benefit Agreement on file with the City Council is hereby approved. In connection with any Project, the City Manager or the designee thereof is hereby authorized and directed to execute an agreement in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The City Council hereby supports and approves CalCHA's issuance of Bonds from time to time as a means towards the production, preservation and protection of essential middle-income rental housing within City limits.

Section 5. The issuance of Bonds shall be subject to the approval of CalCHA of all financing documents relating thereto to which CalCHA is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 6. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of any Project; (iii) make any contribution or advance any funds whatsoever to CalCHA; or (iv) except as provided in this Resolution, take any further action with respect to CalCHA or its membership therein.

Section 7. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 8. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to CalCHA:

California Community Housing Agency
1400 W. Lacey Boulevard
Hanford, California 93230
Attention: Michael LaPierre

Section 9. This resolution shall take effect immediately upon its passage.

* * * * * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said City Council held on the 23rd day of March 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit 1 – Joint Exercise of Powers Agreement Relating to the California Community Housing Agency

Exhibit 2 – Public Benefit Agreement

JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA COMMUNITY HOUSING AGENCY

THIS AGREEMENT, dated as of January 29, 2019, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Charter Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means; and

WHEREAS, each Member is also empowered by law to acquire, construct, improve, operate and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, including but not limited to acquiring, constructing, improving, operating and disposing of real property for a public purpose, all as specified in this Agreement, and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute non-recourse debt, which may include bonds, notes, commercial paper or any other evidences of indebtedness, leases, installment sale or other financing agreements or certificates of participation therein (herein "Obligations"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

Kings County Agreement No. 19-A4

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue non-recourse Obligations pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects that provide, preserve and support affordable local housing for low-income, moderate-income and middle-income families and individuals within the jurisdictions of the Members, including, but not limited to, capital or working capital projects, purchase or acquisition of property, receivables, commodities, bonds, other revenue streams or assets of any kind, liability or other insurance, or retirement programs, or facilitating Members use of existing or new financial instruments and mechanisms in the furtherance of this purpose; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Community Housing Agency" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of non-recourse Obligations for any purpose or activity permitted under the Joint Exercise of Powers Act or any other law; provided, however that such purpose shall be solely for the acquisition, construction, rehabilitation, ownership, operation, maintenance, administration and/or financing of multifamily housing for low-income, moderate-income and middle-income families and individuals (the "Purpose"). Such Purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Obligations issued or caused to be issued by the Agency (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement, resolution or other instrument pursuant to which such Obligations are issued.

Section 3. Agency.

A. CREATION AND POWERS OF AGENCY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Community Housing Agency" (the "Agency"), and said Agency shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members, and the Obligations of the Agency shall only be non-recourse obligations.

B. BOARD.

The Agency shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") whose members shall be, at all times, members of the Board of Supervisors (the "Board of Supervisors") of Kings County, California, with each such Director serving in his or her individual capacity as Director of the Board. The term of office as a member of the Board shall terminate when such member shall cease to be a member of the Board of Supervisors and the successor to such member of the Board of Supervisors shall become a member of the Board.

Notwithstanding the preceding paragraph, the Board may by resolution or bylaws provide for changes in the qualifications, composition and number of Directors, the appointment of Directors, successors, their respective terms of office and any other provisions relating to the qualification and office of the Directors, including provision for alternative Directors (in which case all references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director).

The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

Directors shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Agency shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Agency from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Agency (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Obligations (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depositary of the Agency to have custody of all money of the Agency, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Agency is designated as the public officer or person who has charge of, handles, or has access to any property of the Agency, and such officer shall file an official bond with the Secretary of the Agency in the amount specified by resolution of the Board but in no event less than $1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Agency and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Agency.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of

California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Agency shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors present at the meeting, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Agency may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Agency shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for the Purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Agency is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, improve, own, maintain and operate, or provide for maintenance and operation, and sell, lease, pledge, assign, mortgage or otherwise dispose, of any property, improvements, commodities, leases, contracts, receivables, bonds or other revenue streams or assets of any kind relating to the Purpose; to exercise the power of condemnation; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to establish and collect fees; to form public benefit nonprofit corporations or other affiliate entities to accomplish any of its Purposes; to make grants, loans or provide other financial assistance to governmental, nonprofit and for profit organizations to accomplish any of its Purposes; and generally to do any and all things necessary or convenient to accomplish its Purposes. The boundaries of the Agency shall encompass the boundaries of all the Members and the powers of the Agency may be exercised anywhere within those boundaries or to the extent permitted by the laws of the State of California, including, but not limited to the Joint Exercise of Powers Act,

outside of those boundaries, which may be outside of the State of California, provided that the power of condemnation may only be exercised within the jurisdictional boundaries of the Charter Members.

Without limiting the generality of the foregoing, the Agency may issue or cause to be issued Obligations, and pledge any property, contracts or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law.

The manner in which the Agency shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties. The manner in which the Agency shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2019.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Agency, all property of the Agency both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Obligations.

From time to time the Agency shall issue Obligations, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its Purposes under this Agreement, including but not limited to acquiring, constructing, improving, operating and disposing of real property for a public purposes.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing or refinancing or on post-issuance compliance or administration may be used by the Agency. The expenses of the Board shall be paid from the proceeds of the Obligations, payments made by Obligation obligors or other third parties, or any other unencumbered funds of the Agency available for such purpose.

Section 8. Obligations Only Limited and Special Obligations of Agency.

The Obligations, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Agency. The Obligations shall be only special non-recourse obligations of the Agency, and the Agency shall under no circumstances be obligated to pay the Obligations except from revenues and other funds pledged therefor. Neither the Members nor the Agency shall be obligated to pay the principal of, premium, if any, or interest on the Obligations, or other costs incidental thereto, except the Agency from the revenues and funds pledged and available therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Agency shall be pledged to the payment of the principal of, premium, if any, or interest on the Obligations nor shall the Members or the Agency in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Obligation or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Agency in his or her individual capacity, and neither the Board of the Agency nor any Director or officer thereof executing the Obligations shall be liable personally on any Obligation or be subject to any personal liability or accountability by reason of the issuance of any Obligations.

Section 9. Accounts and Reports.

All funds of the Agency shall be strictly accounted for. The Agency shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Obligations). The books and records of the Agency shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Agency shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Agency may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Agency. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Charter Members which report shall describe the amount of money held by the Treasurer for the Agency, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude

amounts held by a trustee or other fiduciary in connection with any Obligations to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Agency funds, the Treasurer of the Agency shall receive, have the custody of and disburse Agency funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided that, to the extent permitted by law, the Agency may provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Charter Members upon: (1) the filing by such public agency with the Agency of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Charter Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Qualifying public agencies may also be added as Non-Charter Members ("Additional Members") of the Agency upon: (1) the filing by such public agency with the Agency of a resolution of the governing body of such public agency requesting to be added as an Additional Member of the Agency, and (2) adoption of a resolution of the Board approving the addition of such public agency as an Additional Member. An Additional Member may limit in the aforementioned resolution the scope of its Additional Membership to what is necessary or appropriate to facilitate the financing or refinancing of one or more specified projects or programs.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that at least one Member shall be a Charter Member and no such withdrawal shall result in the dissolution of the Agency so long as any Obligations remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Agency of any person who is or was a Director or an officer, employee or other agent of the Agency, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Agency, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Agency and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Agency, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created or otherwise in protection of Directors, officers, employees or other agents.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Agency by the Members for any of the Purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Agency and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Agency to provide for the costs and expenses of administration of the Agency, even though any Member may do so. The Members understand and agree that a portion of the funds of the Agency that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and to nonprofit organizations to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Agency while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Sections 3B and 12 above, or to cure any error, omission or ambiguity in this Agreement, this Agreement shall not be amended, modified, or altered except with (i) written consent of all holders of any outstanding bonds of the Agency, (ii) written consent of each of Charter Member, and (iii) negative consent of each Additional Member. To obtain the negative consent of each such Additional Member, the following negative consent procedure shall be followed: (a) the Agency shall provide each such Additional Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Agency shall provide each such Additional Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no such Additional Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Charter Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Charter Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Charter Member:

KINGS COUNTY

By _____
Name: Joe Neves
Title: Chairman JAN 2 9 2019

ATTEST:

By _____
Name: Melanie Curtis
Title: Deputy Clerk to the Board of Supervisors

Charter Member:

HOUSING AUTHORITY OF THE COUNTY OF KINGS

By _____
Name: Joe Neves
Title: Chairman

ATTEST:

By _____
Name: Jennifer Molenaar
Title: Deputy Clerk to the Board of Supervisors

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA COMMUNITY HOUSING AGENCY

THIS FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT, dated July 30, 2019 (this "First Amendment"), is executed and delivered to amend the provisions of that certain Joint Exercise of Powers Agreement, dated as of January 1, 2019, (the "Agreement"), among the County of Kings and the Housing Authority of the County of Kings (the "Charter Members") and the other members (the "Additional Members" and, together with the Charter Members, the "Members") thereto.

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), the Charter Members and the Additional Members entered into the Agreement; and

WHEREAS, pursuant to Assembly Bill No. 1912, enacted on September 29, 2018 ("AB 1912"), Section 6508.1 of the California Government Code prohibits Members from disclaiming the retirement obligations of the Agency if the Agency were to contract with a public retirement system (as defined in such statute); and

WHEREAS, also pursuant to AB 1912, Section 6508.2 of the Government Code requires that the retirement obligations of the Agency be apportioned among former and current Members such that the apportionment equals 100% of the retirement liability of the Agency if the Agency is unable to meets it retirement obligations under the circumstances described in such statute; and

WHEREAS, the Agency does not currently have any retirement contract with any public retirement system; and

WHEREAS, pursuant to Section 16 of the Agreement, the provisions of the Agreement may be amended with the written consent of the Charter Members provided that no amendment shall materially adversely affect the interests of any Additional Member unless the negative consent of that Additional Member is also obtained; and

WHEREAS, in order to ensure that Members will not be obligated for any portion of any future retirement obligations of the Agency, the Charter Members now find it necessary and desirable to amend the Agreement as provided herein, which amendment does not materially adversely affect the interests of any Additional Member; and

NOW, THEREFORE, the Charter Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Kings County Agreement No. 19-006.1

A16

Section 1. Authority for Amendment.

This First Amendment is hereby executed in accordance with Section 16 of the Agreement.

Section 2. Definitions.

All terms defined in the Agreement shall have the same meanings when used in this First Amendment, except as otherwise provided herein.

Section 3. Amendments.

A. **Amendment to Section 3.A. of the Agreement.**

The paragraph in Section 3.A. of the Agreement is hereby amended to read in full as follows (additions to the Agreement shown in underline text and deletions shown in ~~strikethrough~~ text):

> Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Community Housing Agency" (the "Agency"), and said Agency shall be a public entity separate and apart from the Members. To the extent permitted by law, its ~~Its~~ debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members, and the Obligations of the Agency shall only be non-recourse obligations.

B. **Amendment to Section 4 of the Agreement.**

Section 4 of the Agreement is hereby amended to read in full as follows (additions to the Agreement shown in underline text and deletions shown in ~~strikethrough~~ text):

> The Agency shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for the Purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Agency is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, improve, own, maintain and operate, or provide for maintenance and operation, and sell, lease, pledge, assign, mortgage or otherwise dispose, of any property, improvements, commodities, leases, contracts, receivables, bonds or other revenue streams or assets of any kind relating to the Purpose; to exercise the power of condemnation; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to establish and collect

fees; to form public benefit nonprofit corporations or other affiliate entities to accomplish any of its Purposes; to make grants, loans or provide other financial assistance to governmental, nonprofit and for profit organizations to accomplish any of its Purposes; and generally to do any and all things necessary or convenient to accomplish its Purposes. The boundaries of the Agency shall encompass the boundaries of all the Members and the powers of the Agency may be exercised anywhere within those boundaries or to the extent permitted by the laws of the State of California, including, but not limited to the Joint Exercise of Powers Act, outside of those boundaries, which may be outside of the State of California, provided that the power of condemnation may only be exercised within the jurisdictional boundaries of the Charter Members.

Notwithstanding anything to the contrary in this Agreement, the Agency shall not have the power or the authority to enter into any retirement contract with any public retirement system (as defined in Section 6508.2 of the California Government Code) for any reason. The provision in this paragraph is intended to benefit the Members and to be a confirming irrevocable obligation of the Agency which may be enforced by the Members, individually or collectively.

Without limiting the generality of the foregoing, the Agency may issue or cause to be issued Obligations, and pledge any property, contracts or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law.

The manner in which the Agency shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties. The manner in which the Agency shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

C. **Amendment to Section 20 of the Agreement.**

Section 20 of the Agreement is hereby amended to read in full as follows (additions to the Agreement shown in underline text and deletions shown in ~~strikethrough~~ text):

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement, along with its recitals which are an integral part and are incorporated herein, is the complete and exclusive statement of the agreement among the Members, which ~~supercedes~~supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

Section 4. Effective Date.

This First Amendment shall become effective and be in full force and effect on the date that the Board shall have received from two of the Charter Members an executed counterpart of this First Amendment.

Section 5. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

The recitals are an integral part of this First Amendment and are incorporated herein.

Any section not so amended as stated above shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Joint Exercise of Powers Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Charter Member:

KINGS COUNTY

By _____
Name: Joe Neves
Title: Chairman AUG 06 2019

ATTEST:

By _____
Name: Catherine Venturella
Title: Clerk of the Board of Supervisor

Charter Member:

HOUSING AUTHORITY OF THE COUNTY OF KINGS

By _____
Name: Doug Verboon
Title: Vice Chairman

ATTEST:

By _____
Name: Jennifer Molina
Title: Administrative Assistant

RECORDING REQUESTED BY
California Community Housing Agency

WHEN RECORDED RETURN TO:
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
Attention: [●]

PUBLIC BENEFIT AGREEMENT

By and Between

CALIFORNIA COMMUNITY HOUSING AGENCY

and

CITY OF ANTIOCH

_____

Relating to

CALIFORNIA COMMUNITY HOUSING AGENCY
ESSENTIAL HOUSING REVENUE BONDS

PUBLIC BENEFIT AGREEMENT

This PUBLIC BENEFIT AGREEMENT ("*Agreement*"), dated _____ 1, 2021 and effective as of the Effective Date (as hereinafter defined), by and between the CALIFORNIA COMMUNITY HOUSING AGENCY, a joint exercise of powers agency organized and existing under the laws of the state of California (including its successors and assigns, "*Owner*"), and the City of [●] ("*Host"*).

BACKGROUND

WHEREAS, Owner is a public entity organized pursuant to a joint exercise of powers agreement (the "Agreement") among a number of California counties, cities and special districts, including Host, and is validly existing under the laws of the State of California, in particular, Title 1, Division 7, Chapter 5 of the California Government Code (the "Joint Exercise of Powers Act"); and

WHEREAS, Owner and Host have determined that there is an undersupply of affordable housing for "middle-income" residents of Host and wish to provide for the public good and promote the health and welfare of such residents by making dwelling units available to middle-income tenants according to income criteria to be established by Owner from time to time; and

WHEREAS, pursuant to the Joint Exercise of Powers Act and the Agreement, Owner proposes to issue Bonds (as hereinafter defined) to finance Owner's acquisition of the certain multifamily rental housing project (the "*Project*") located at [●] in the City of [●], California, located on the real property site described in Exhibit A hereto; and

WHEREAS, the Project will provide public benefit through the production, preservation and/or protection of below-market-rate rental housing, pursuant to a Regulatory Agreement and Declaration of Restrictive Covenants (the "*Regulatory Agreement*") by and between Owner and Trustee (as hereinafter defined); and

WHEREAS, Owner intends to make a contribution to Host by (a) paying or causing to be paid to Host all excess revenues derived from the Project after payment in full of related debt, taxes and other expenses, and (b) granting to Host an option (but under no circumstances an obligation) to purchase the Project or direct the sale of the Project and receive the net sale proceeds thereof, in each case as set forth herein.

AGREEMENT

In consideration of the mutual covenants herein contained, and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Owner and Host mutually agree as follows:

Section 1. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them in this Section 1; capitalized terms used in this Agreement and not defined in this Section 1 or elsewhere herein shall have the meanings assigned to them in the Indenture (herein defined).

(a) "*Appraised Value*" – the value of the Optioned Property as determined by an independent appraiser, selected by Owner, regularly engaged in making appraisals of property similar to the Optioned Property.

(b) "*Authority Indemnified Parties*" – Owner and each of its officers, governing members, directors, officials, employees, attorneys, agents and members.

(c) "*Bonds*" – bonds of the Owner issued to finance its acquisition of the Project and related transaction costs, bearing the designation "Essential Housing Revenue Bonds ([●])," issued in one or more series or sub-series with such series and sub-series designations as may be set forth in the Indenture, including subordinate bonds which may be placed with Project Administrator, or an affiliate thereof, if applicable, and including bonds issued to refund the Bonds, if applicable.

(d) "*Bond Trustee*" – Wilmington Trust, National Association or any successor trustee under the Indenture.

(e) "*Closing*" – shall have the meaning set forth in Section 8 of this Agreement.

(f) "*Conveyance*" – that transaction or series of transactions by which Owner shall transfer, bargain, sell and convey any and all right, title or interest in and to the Optioned Property.

(g) "*County*" – the County of ([●]).

(h) "*Effective Date*" – shall have the meaning set forth in Section 12 of this Agreement.

(i) "*Extraordinary Costs and Expenses*" – shall have the meaning set forth in the Indenture.

(j) "*Fair Market Value*" – the price, in no event less than the Purchase Option Price, a willing purchaser and a willing seller in an arm's length transaction would agree upon as a fair sales price that could reasonably be expected to be received upon the sale of the Optioned Property, as determined by Owner pursuant to such means as Owner shall deem suitable for such purpose; provided that Owner's determination of the manner of sale and Fair Market Value shall be final and incontestable.

(k) "*Indenture*" – the Indenture of Trust between Owner, as issuer, and the Bond Trustee, as trustee, pursuant to which the Bonds are issued.

(l) "*Option*" – has the meaning set forth in Section 2 of this Agreement.

(m) "*Option Term Commencement Date*" – the date sixteen (16) years from the date of issuance of the Bonds.

(n) "*Option Term"* – shall commence on the Option Term Commencement Date and, if not exercised, shall terminate at 11:59 p.m. local time on the date that is nineteen (19) years from the Option Term Commencement Date.

(o) "*Optioned Property*" – means all of Owner's right, title and interest (which includes fee simple title to the real property) in and to all property and assets used in or otherwise related to the operation of the Project including, without limitation, all real property and interests in real property, all tangible and intangible personal property including furniture, fixtures, equipment, supplies, intellectual property, licenses, permits, approvals, and contractual rights of any kind or nature together with the right to own and carry on the business and operations of the Project.

(p) "*Outstanding*" – with respect to Bonds, as of any given date, all Bonds which have been authenticated and delivered by Trustee under the Indenture, except: (i) Bonds cancelled at or prior to such date or delivered to or acquired by Trustee at or prior to such date for cancellation; (ii) Bonds deemed to be paid in accordance with Article VIII of the Indenture; and (iii) Bonds in lieu of which other Bonds have been authenticated under the Indenture.

(q) "*Project Administrator*" – [●], a [●], and its successors and assigns.

(r) "*Project Administrator Sale*" – a sale of the Optioned Property at its Appraised Value to Project Administrator in accordance with Section 6(c) of this Agreement.

(s) "*Project Debt*" – any debt secured by the Project and incurred to finance or refinance Owner's acquisition of the Project and related transaction costs, including any portion of the Bonds and any bonds, notes or other indebtedness issued by Owner to refund the Bonds in whole or in part.

(t) "*Purchase Option Price*" – the sum of the amounts set forth below:

i. an amount sufficient to either prepay, redeem in whole or fully defease for redemption on the earliest call date all Project Debt; *plus*

ii. any fees or other amounts not identified in clause (i) that may be necessary to effect the complete release from and discharge of any lien, mortgage or other encumbrance on the Optioned Property (the amounts in clauses (i) and (ii) being collectively referred to as the "*Satisfied Indebtedness*"); *plus*

iii. any amounts due to Owner (including the Authority Indemnified Persons, as provided in the Indenture), the Bond Trustee or any predecessor or successor, or any other Person under any indenture, loan agreement, bond, note or other instrument relating to any Satisfied Indebtedness (including, without limitation, indemnification amounts, Owner's Extraordinary Costs and Expenses, recurrent and extraordinary fees and expenses, and reimbursable costs and expenses of any kind or nature); *plus*

iv. Transaction Costs; *minus*

v. The amount of any Project Debt assumed by Host; and *minus*

vi. Any funds held by or for Owner under the Indenture applied to the retirement of Project Debt, but, for avoidance of doubt, the Owner may retain amounts in

the Extraordinary Expense Fund or similar funds under the Indenture it deems reasonable as a reserve against future costs and expenses of the type described in subparagraph (iii) above, which amount shall be final and incontestable.

(u) "*Third-Party Sale*" - a sale of the Optioned Property to a third-party purchaser at Fair Market Value.

(v) "*Transaction Costs*" – to the extent not otherwise described herein, any costs or expenses of any kind or nature associated with or incurred by Owner and Host in connection with the consummation of the Conveyance, any refinancing of the Project or assumption of Project Debt regardless of whether such costs and expenses are customarily borne by the seller or purchaser in any such transaction, including but not limited to taxes, recording fees and other impositions, Owner's and Host's legal and other professional fees, fees for verification agents, bidding agents, escrow agents, custodians or trustees, assumption fees, prepayment fees, the cost of the appraisal (regardless of whether the Appraised Value is ultimately determined to be the Fair Market Value), surveys, inspections, title commitments, title insurance premiums and other title-related fees, and all amounts required for indemnification of Authority, Trustee and Project Administrator.

Section 2. Economic Contribution. To provide a public benefit and economic contribution to Host as described in the Recitals to this Agreement, Owner hereby (a) agrees to pay or cause to be paid to Host the amounts held in the Excess Revenue Fund pursuant to Section 3 and the Indenture, and (b) grants to Host an option (the "*Option*") with respect to the Optioned Property, as more fully described in Section 6 of this Agreement.

Section 3. Excess Revenues.

(a) Owner shall cause Trustee to create an account (the "Excess Revenue Fund") under the Indenture into which surplus cash from the Project will be deposited following payment of all other obligations and expenses as required pursuant to the Indenture. Upon exercise of the Option as provided herein, Trustee shall transfer the balance of the Excess Revenue Fund to Host in connection with the Conveyance.

(b) On the first date upon which no Bonds or other Project Debt remains Outstanding, which may be the date of the Conveyance, any and all moneys in the Excess Revenue Fund shall be transferred by Trustee to Host, to be applied by Host in its sole discretion. Thereafter, for so long as Owner remains the owner of the Project and there is no Project Debt outstanding, Owner shall pay or cause to be paid to Host, all Project-related revenue in excess of Project-related expenses, to be applied by Host in its sole discretion. At Host's written request and expense, Owner will appoint a third-party paying agent or trustee to handle payment of excess revenues to Host following retirement of all Bonds and all Project Debt.

(c) Upon any Conveyance of the Project by Owner pursuant to the terms hereof, Owner shall apply the proceeds of the sale (i) to redeem the Bonds then Outstanding, (ii) to prepay, redeem in whole or fully defease any other Project Debt, and (iii) to pay any fees or other amounts listed in (iii) and (iv) of the Purchase Option Price definition. Any proceeds remaining following the foregoing payments shall be transferred to the Host.

Section 4. **Option Term.** The Option shall become effective on the Option Term Commencement Date and may be exercised during the Option Term at Host's sole discretion. Owner agrees that it will not enter into any agreement to sell all or any part of the Optioned Property during the Option Term, without the specific written request of Host and written consent of Owner, which consent shall not be unreasonably withheld, and, if Project Debt is outstanding, delivery of an Opinion of Bond Counsel to Owner substantially to the effect that such sale will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Upon the expiration of the Option Term, Owner shall use its best efforts to sell the Optioned Property at Fair Market Value. Following the expiration of the Option Term, Host shall not be precluded from purchasing all or any portion of the Optioned Property from Owner at a price and on the terms agreed upon by Host and Owner, but Owner shall not be precluded from seeking or agreeing to sell, or consummating the sale of, all or any portion thereof to any third party.

Section 5. **Manner of Exercise of Option.**

(a) General. Within the Option Term and in compliance with and observance of all of the terms and conditions of this Agreement, Host may, in its sole discretion, exercise the Option by:

i. Purchasing the Optioned Property upon payment of the Purchase Option Price;

ii. Directing Owner to cause a Third-Party Sale; or

iii. Directing Owner to cause a Project Administrator Sale.

(b) Owner's Notice. At least six (6) months prior to the Option Term Commencement Date, Owner shall provide Host notice of the Option Term Commencement Date; provided, however, that failure to provide such notice shall not affect the sufficiency or validity of any proceedings taken in connection with the exercise of the Option.

(c) Host's Notice. To exercise the Option, Host shall provide Owner notice of its intent to exercise the Option at any time prior to the end of the Option Term.

(d) Owner's Response. Within fifteen (15) business days of its receipt of Host's notice of intent to exercise the Option, Owner shall provide Host with a written estimate of the amounts comprising the Purchase Option Price.

(e) Exercise Notice. Within fifteen (15) business days of its receipt of the estimated Purchase Option Price, Host shall provide Owner written notice either (i) that it is withdrawing its intent to exercise the Option, which will under no circumstances cause the Option Term to end, or (ii) that it intends to proceed with the exercise of the Option and specifying in accordance with subparagraph (a) above, whether Host elects to purchase the Optioned Property, cause a Third-Party Sale, or cause a Project Administrator Sale (an "*Exercise Notice*").

Section 6. **Fixing of Option and Purchase Price; Contractual Obligation.**

(a) Purchase Option. If Host notifies Owner of its intent to purchase the Optioned Property in accordance with Section 5 hereof, Host shall deliver to Owner a purchase agreement therefor in form and substance satisfactory to Owner and its counsel subject to the terms and conditions of this Agreement. Unless Owner shall have objected to the form of purchase agreement within fifteen (15) business days of its receipt thereof, Owner shall be deemed to have accepted the terms of the purchase agreement without the need for the signature of Owner thereon, and Host shall be obligated to purchase and Owner shall be obligated to sell and convey to Host good and marketable title to the Optioned Property at the Purchase Option Price within ninety (90) days thereafter. Upon Closing, Host may apply amounts in the Excess Revenue Fund to the payment of the Purchase Option Price and thereafter shall apply such funds in its sole discretion.

(b) Third-Party Sale. If Host notifies Owner of its request for a Third-Party Sale in accordance with Section 5 hereof, within fifteen (15) business days of Owner's receipt of such Exercise Notice, Owner shall select an appraiser to provide the Appraised Value. Owner shall then market the Optioned Property at the Appraised Value and use its best efforts to negotiate, sell and convey good and marketable title to the Optioned Property at Fair Market Value. The Owner shall endeavor to sell the Optioned Property at Fair Market Value, by such means as it shall determine to be suitable for such purpose; provided that Owner's determination of the manner of sale shall be final and incontestable, and Owner shall incur no liability to any party as a result of or otherwise in connection with the sale or failure to sell. Nothing herein shall require or prevent Owner from selling the Optioned Property subject to the restrictions set forth in the Regulatory Agreement or similar types of restrictions established by Owner.

(c) Project Administrator Sale. If Host notifies Owner of its request for a Project Administrator Sale in accordance with Section 5 hereof, within fifteen (15) business days of Owner's receipt of such Exercise Notice, Owner shall select an appraiser to provide the Appraised Value to Owner, Host and Project Administrator. If within fifteen (15) business days of receipt of the Appraised Value, Project Administrator agrees to purchase the Optioned Property at the Appraised Value, Owner shall cause Project Administrator to deliver to Owner a purchase agreement therefor in form and substance satisfactory to Owner and its counsel subject to the terms and conditions of this Agreement, and Owner shall be obligated to sell and convey to Project Administrator good and marketable title to the Optioned Property at the Appraised Value, but in no event less than the Purchase Option Price, within ninety (90) days thereafter. If Project Administrator fails to agree to purchase the Optioned Property, Host may rescind the Exercise Notice or direct Owner to proceed to close the sale under the terms of a Third-Party Sale. It shall be a condition of effectiveness to any Project Administrator Sale that the new owner (Project Administrator or its designee) shall enter into a new regulatory agreement and/or declaration of restrictive covenants, and cause the same to be recorded in the real property records of the County, providing for the continued operation of the Project for a period of not less than fifteen (15) years, or such other term as Host may agree to in writing, as middle-income housing with occupancy and income restrictions on terms substantially similar to those contained in the Regulatory Agreement.

Section 7. Terms of Conveyance of Optioned Property.

(a) The Conveyance shall be in the nature of a grant deed in which Owner shall deliver one or more deeds, bills of sale, or other instruments of transfer without recourse or warranty of any kind or nature.

(b) The Optioned Property will be conveyed in AS IS CONDITION, WITH ALL FAULTS, and without representations or warranties of any kind or nature as to the condition of the Optioned Property.

(c) In the event of a Conveyance to the Host, Host acknowledges that Owner will convey the Optioned Property AS IS and that OWNER IS MAKING NO WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, with reference to the condition of the Optioned Property. HOST WAIVES ANY AND ALL CLAIMS AGAINST OWNER, INCLUDING BUT NOT LIMITED TO, CLAIMS BASED IN PART, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY, IN CONTRACT, IN WARRANTY, IN EQUITY, OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE OPTIONED PROPERTY.

(d) There shall be no partial transfer and that, upon consummation of the Conveyance, Owner shall be fully divested of any and all right, title or interest in and to the Optioned Property.

(e) Upon payment of the Purchase Option Price, as adjusted for any prorations, credits and charges, Owner shall convey title to the Optioned Property by quit claim deed reasonably satisfactory in form and substance to Host.

Section 8. Closing of Conveyance of Optioned Property. The closing of the Conveyance to the Host ("*Closing*") shall take place not later than the ninetieth (90th) calendar day following the date on which Owner and Host agree on the terms of the purchase agreement pursuant to Section 6(a) hereof at such time within normal business hours and at such place as may be designated by Host.

(a) Prorations. All general and special real property taxes and assessments, and rents shall be prorated as of the Closing, with Host responsible for all such items to the extent arising or due at any time following the closing. General real property taxes shall be prorated at the time of Closing based on the net general real property taxes for the year of Closing.

(b) Limitation. If, after taking into account all adjustments and prorations, the net amount due Owner at Closing is less than the Purchase Option Price, it is fully understood and agreed that in no event shall Owner receive proceeds less than the amount necessary to fully retire or defease the Bonds and otherwise satisfy all of the payments constituting the components of the Purchase Option Price and the prorations in Section 8(a).

(c) Possession. Physical possession of the Optioned Property shall be delivered to Host at the time of Closing.

Section 9. Optioned Property: Title Insurance, Title Defects.

(a) Within fifteen (15) business days after it receives an Exercise Notice specifying Host's intent to purchase the Optioned Property, Owner shall provide Host with a title commitment (the "*Title Commitment*") in the customary ALTA form of Standard Owner's Policy of Title Insurance in Host's favor, for the amount equivalent to the Purchase Option Price (whichever is

applicable), with a commitment to insure good and marketable fee simple title to the Optioned Property in Host, issued by a title insurance company licensed to do business in the State of California and acceptable to Host (the "*Title Company*"). The policy shall show the status of title to the Optioned Property and show all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions of record, if any, affecting the subject real estate. Accompanying the Title Commitment, Owner shall also have Title Company furnish Host with true, correct, complete, and legible copies of all documents affecting title to the subject real estate. The cost and expense of such Standard Owner's Title Commitment shall be payable as a Transaction Cost. Host shall pay the additional premium due if Host elects to obtain an extended coverage policy of title insurance and/or extended coverage endorsements. Owner shall cooperate with Host, at no expense to Owner, by providing an affidavit to Title Company to induce Title Company to issue to Host at Closing a "GAP" endorsement to the Title Commitment showing the effective date of the Title Commitment to be the time and date of Closing.

(b) If the Title Commitment shows exceptions to title which are unacceptable to Host, Host shall, within ten (10) business days after receipt of the Title Commitment and not later than twenty (20) business days before the date for Closing, notify Owner of such fact and Owner shall have twenty (20) business days after Owner receives Host's written objections to cure such defects and to present a Title Commitment on the basis of which Closing may occur or to notify Host that Owner will not cure same. If Owner cannot or will not cure such defects within such twenty (20) business day period and thereafter convey title to the Optioned Property as required in this Agreement, then Host shall have the right (at Host's option) to either:

(i) Rescind the Exercise Notice and Owner may proceed to close the sale under the terms of a Third-Party Sale, if there is a third-party offer; or

(ii) Accept whatever title Owner can or will convey, without reduction in the purchase price because of such title defects. Any exceptions to title disclosed on the Title Commitment to which Host does not timely object to in writing or to which Host objects but thereafter accepts by Closing shall be included as a "Permitted Exception."

Section 10. **Assignment of Option**. Host shall not assign the Option without the prior written consent of Owner, which consent shall not be unreasonably withheld, and delivery of an Opinion of Bond Counsel to Owner substantially to the effect that such assignment will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Notwithstanding the foregoing, neither party to this Agreement shall assign its interests, obligations, rights and/or responsibilities under this Agreement without the prior written consent of the other party.

Section 11. **Recording of Agreement.** This Agreement, and any amendment thereto, shall be recorded with the recorder's office of the County. Host shall cooperate with Owner to remove any such recorded Agreement or amendment thereto from title to the Optioned Property upon Owner's reasonable request therefor and, in any event, by no later than the earliest of (i) a Conveyance or (ii) the expiration of the Option Term. In the event that, within said time, Host fails to so cooperate and provide its original signature to a termination of such recorded Agreement or amendment thereto, then Host hereby irrevocably constitutes and appoints Owner as Host's true

and lawful attorney (and agent-in-fact) strictly for the purpose of executing in Host's name any such termination.

Section 12. Conditions Precedent; Effective Date. Effectiveness of this Agreement shall be conditioned upon satisfaction of each of the following conditions:

(a) Issuance of the Bonds;

(b) Purchase of the Optioned Property by Owner as evidenced by a grant deed or comparable instrument; and

(c) Recording in the real property records of the County of this Agreement and the Regulatory Agreement.

The first date upon which each of the above conditions is satisfied shall be the effective date of this Agreement (the "*Effective Date*").

Section 13. No Individual Liability.

(a) The Owner shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement or any sale or Conveyance or failure or price thereof or application of proceeds thereof, except only as to moneys available therefor under and in accordance with the Indenture and this Agreement.

(b) No Authority Indemnified Person shall be individually or personally liable for the payment of any sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement, or by any proceedings for the determination of the Purchase Option Price, or Host's exercise or waiver of same, or otherwise except in the case of such Authority Indemnified Person's own willful misconduct.

Section 14. Notices, Governing Law, Binding Effect and Other Miscellaneous Provisions.

(a) Notices. All notices provided for in this Agreement shall be in writing and shall be given to Owner or Host at the address set forth below or at such other address as they individually may specify thereafter by written notice in accordance herewith:

If to Owner:	California Community Housing Agency 1400 W. Lacey Blvd., Building 1 Hanford, California 93230 Attention: Michael LaPierre
With a copy to:	[●]
If to Host:	City of [●]

Such notices shall be deemed effective upon actual delivery or upon the date that any such delivery was attempted and acceptance thereof was refused, or if mailed, certified return receipt requested, postage prepaid, properly addressed, three (3) days after posting.

(b) Consents and Approvals. All consents and approvals and waivers required or asserted hereunder shall be in writing, signed by the party from whom such consent, approval, waiver or notice is requested, provided that no written consent or approval of Owner shall be required for any action that Host may, in its reasonable good faith judgment, find it necessary to take in the event of an emergency.

(c) Cooperation. Owner will keep Host advised of its complete name at all times, including any change of such name. Host will keep Owner advised of its complete name at all times, including any change of such name. Unless the parties otherwise agree, Owner shall cooperate with Host and provide Host with all information and records in its possession, and access to counsel and other professionals, to assist Host in determining and updating the Purchase Option Price. On the first date that Project Debt is not Outstanding, and Owner remains the owner of the Project, Owner shall promptly notify Host of the Purchase Option Price.

(d) Maintenance of Membership. In order to preserve the Project's exemption from property tax, Host agrees to remain a member of the Owner joint powers authority so long as any Bonds remain outstanding.

(e) Pronouns. Where appropriate to the context, words of one gender include all genders, and the singular includes the plural and vice versa.

(f) Amendments. This Agreement may not be modified except in a written instrument signed by Host and Owner.

(g) Complete Agreement. This Agreement together with all schedules and exhibits attached hereto and made part thereof supersedes all previous agreements, understandings and representations made by or between the parties hereto.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. All claims of whatever character arising out of this Agreement, or under any statute or common law relating in any way, directly or indirectly, to the subject matter hereof or to the dealings between Owner and any other party hereto, if and to the extent that such claim potentially could or actually does involve Owner, shall be brought in any state or federal court of competent jurisdiction located in Kings County, California. By executing and delivering this Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts; (ii) waives any defense of forum non-conveniens; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by Owner of any prior notice or procedural requirements applicable to actions or claims against or involving governmental units and/or political subdivisions of the State of California that may exist at the time of and in connection with such matter.

(i) Subordination. This Agreement shall be subordinate to any claim, pledge or interest in the Optioned Property securing the Bonds or any Project Debt.

(j) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid provision shall be deemed severable, and shall not affect the validity or enforceability of any other provisions of this Agreement, all of which shall remain fully enforceable.

(k) Term. This Agreement shall terminate upon the earliest of a (i) Conveyance or (ii) the expiration of the Option Term in accordance with this Agreement.

(l) Captions. The captions used in this Agreement are solely for convenience and shall not be deemed to constitute a part of the substance of the Agreement for purpose of its construction.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CALIFORNIA COMMUNITY HOUSING AGENCY

By: _____

_____

CITY OF [●]

By: _____

_____

DRAFT

Signature Page to Public Benefit Agreement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

DRAFT

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Police Reform – Final Report for Bridging the Gap Virtual Roundtable Discussions

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RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution formally accepting the Final Report for Bridging the Gap: Virtual Roundtable Discussions on Racial Injustice and Police-Community Relations.

FISCAL IMPACT

Unknown at this time.

DISCUSSION

In May 2020, in the wake of George Floyd's death in Minneapolis, police reform proposals were introduced at the federal and state levels, with more than 30 states considering legislative changes on police practices and accountability. At the local level, government and police officials began proposing changes to police policy and practice. In the City of Antioch, hundreds of concerned community members voiced their opinions on race relations and police reform during three Antioch City Council meetings in June 2020.

In response, the Antioch City Council convened a series of roundtable discussions called Bridging the Gap to hear from community members and learn more about the kinds of changes in policing the community desired. CNA, an independent national research and analysis firm, was hired to organize and facilitate these roundtable discussions.

CNA produced a set of major findings and actionable recommendations for the City of Antioch and the Antioch Police Department. They are based on two factors—the community sentiments expressed at the Bridging the Gap dialogues and CNA's in-depth knowledge of best practices in policing.

The recommendations are summarized as follows.

Community Input & Outreach

- Increase opportunities for a diverse range of community members to review and provide input on new and revised policies, procedures, and training programs, and consider leveraging the Police Crime Prevention Commission for this purpose.

- Conduct greater outreach to marginalized groups in the community including Latinos, non-English speakers, and residents of North Antioch, and establish permanent communication processes to ensure the entire Antioch community is consulted regularly on policing issues.

- Hold listening sessions for youth and their parents to learn more about their perceptions of the police so that youth engagement can be tailored to their issues and needs.

- Hold additional, regular public dialogues where community members can more directly discuss policing issues with City and police leaders and can hear each other's perspectives.

Police Oversight, Accountability & Transparency

- Move forward on obtaining body worn camera (BWC) technology and create a community advisory committee to gather input and feedback on BWC policy issues.

- Research, seek community input, and develop and implement a civilian oversight program.

- Increase community engagement and share more information publicly, such as crime and arrests, police use of force, complaint outcomes, officer discipline, and community engagement actions and activities.

- Embrace a culture of transparency when serious incidents occur involving alleged police misconduct or in-custody deaths, informing citizens swiftly and openly about the incident.

Racial Disparities in Policing

- Provide enhanced implicit bias training to all sworn personnel to help address disparities in police outcomes.

- Enhance training of sworn personnel with additional focus on cultural awareness and sensitivities for racial and ethnic groupings residing in Antioch.

- Engage an outside party to conduct a racial bias audit of APD police practices and recommend solutions based on audit findings.

- Place a greater emphasis on community policing practices with more officers involved on foot and bike patrols and seeking other ways to expand community contacts, especially with young people.

- Develop an updated recruitment strategy that specifically addresses the need to hire more African Americans, and officers that speak Spanish to better connect with diverse community members.

Community Engagement

- Create a community engagement strategy for each police district that requires patrol officers to regularly interact with neighborhood residents, faith leaders, youth and other key stakeholders and tailor the strategies to the issues and needs of community members in the district.

- Include the building of skills necessary to support community engagement such as procedural justice, implicit bias, social interaction and communication, conflict resolution, and appropriate engagement with youth based on the science of adolescent brain development as part of police training.

- Track and document each officer's non-enforcement contacts with the community and use this information as part of their performance evaluation considerations and increase buy-in from officers about this patrol activity to ensure that officers are interacting with the community in a positive way.

- Build trust between youth and police by creating programs and projects for positive, consistent, and persistent interaction between youth and police with a specific emphasis on at-risk youth engagement.

- Research and consider different types of models for responding to people in crisis and implement the most appropriate model that includes collaboration with community organizations and service agencies, recognizing that when community non-profits proliferate, the community is generally safer.

- Gather community input on a regular basis; seek community input on new policies and procedures such as the implementation of body worn cameras; and consider leveraging the Police Crime Prevention Commission for this purpose.

ATTACHMENTS

A. Resolution
B. Final Report Dated March 2021

ATTACHMENT A

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING CNA'S FINAL REPORT FOR BRIDGING THE GAP: VIRTUAL ROUNDTABLE DISCUSSIONS ON RACIAL INJUSTICE AND POLICE-COMMUNITY RELATIONS DATED MARCH 2021.

WHEREAS, in May 2020, in the wake of George Floyd's death in Minneapolis, police reform proposals were introduced at the federal and state levels, with more than 30 states considering legislative changes on police practices and accountability; and

WHEREAS, at the local level, government and police officials began proposing changes to police policy and practice; and

WHEREAS, in the City of Antioch, hundreds of concerned community members voiced their opinions on race relations and police reform during three City Council meetings in June 2020; and

WHEREAS, the Antioch City Council convened a series of roundtable discussions called Bridging the Gap to hear from community members and learn more about the kinds of changes in policing the community desired; and

WHEREAS, CNA, an independent national research and analysis firm, was hired to organize and facilitate these roundtable discussions for the City of Antioch; and

WHEREAS, CNA produced a set of major findings and recommendations for the City of Antioch and the Antioch Police Department; and

WHEREAS, CNA developed recommendations based on community sentiments expressed at the Bridging the Gap dialogues and CNA's in-depth knowledge of best practices in policing; and

WHEREAS, the Antioch City Council is undertaking a Police Reform initiative; and

WHEREAS, CNA's recommendations provide a guidepost to policymakers in Antioch, identifying a number of significant reforms in policing that the community identified as important and that have a firm basis in research and practice.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby accept CNA's Final Report for Bridging the Gap: Virtual Roundtable Discussions on Racial Injustice and Police-Community Relations Dated March 2021.

* * * * * * * * *

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 23rd day of March, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B

CNA

Bridging The Gap: Virtual Roundtable Discussions on Racial Injustice and Police-Community Relations

Final Report

Prepared for the City of Antioch, California

March 2021

Acknowledgements

CNA acknowledges Rosanna Bayon Moore, Assistant City Manager; Ron Bernal, City Manager; and Chief of Police Tammany Brooks for their assistance and input throughout this project.

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Introduction

In May 2020, the death of George Floyd at the hands of a Minneapolis police officer shocked the nation. Recorded footage brought the image of his death to millions of people, and they responded as never before. As the summer unfolded, protests were organized in communities all across the nation, with people of all racial and ethnic backgrounds, young and old alike, marching together asking for police reform and sharing concerns over police brutality and systemic racism.

In response, police reform proposals were introduced at the federal and state levels, with more than 30 states considering legislative changes on police practices and accountability. At the local level, government and police officials began proposing changes to police policy and practice, enacting bans on chokeholds, and promoting de-escalation training.

In the City of Antioch, hundreds of concerned community members voiced their opinions on race relations and policing reform during three City Council meetings in June 2020. The issues they raised were wide ranging, including systemic racism, body-worn cameras, and police recruitment, training, and accountability. In response, the Antioch City Council decided to hold a series of roundtable discussions called Bridging the Gap to hear the perspectives of additional community members and learn more about the kinds of changes in policing the community desired. The City wanted to better understand the community's perspectives on racial injustice and police-community relations and to identify ways to address them. CNA, an independent national research and analysis firm, was hired to organize and facilitate these roundtable discussions.

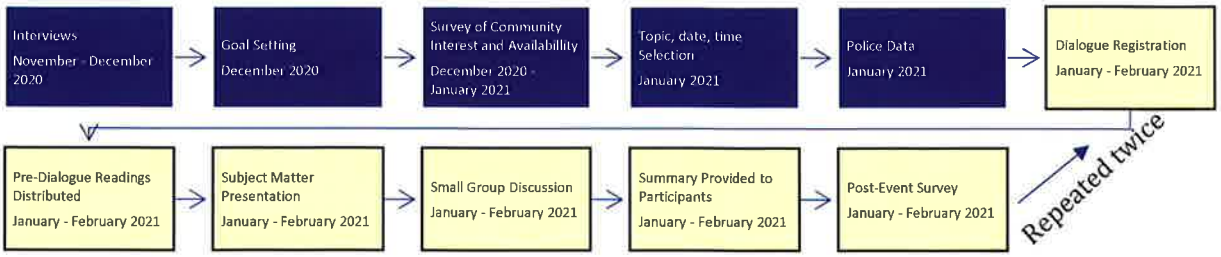
Major incidents involving police can and have happened all around the country. As we were writing this report, we learned that they can happen in Antioch, too. During our initial conversations to understand the goals of the Bridging the Gap sessions, we often heard that Antioch was holding community dialogues because of things that happened in other places. Recently, an interaction between a young man and Antioch police officers ended in the death of the young man. Although it may be too soon to determine the circumstances that led to his death, the timing of this incident should serve as a cautionary tale for other departments. The policing issues in Antioch are national, and the national issues matter in Antioch.

Process

CNA, through its Center for Justice Research and Innovation, began planning the roundtable discussions in November 2020. As a nationally recognized leader in justice systems research, police-community relations, and police reform efforts, CNA brought significant technical skills and a deep understanding of community policing, the intersection of race and policing, and evidence-based policing to the project. For over a decade, CNA has worked with more than 400 police departments to assess their operations, recommend changes based on best practices, and provide the technical assistance needed to implement change.

Figure 1 represents the CNA engagement timeline in Antioch. The purple boxes represent the work that took place to plan and prepare for the dialogues. The yellow squares represent the three iterations of the dialogues.

Figure 1: CNA Engagement Timeline



In December 2020, CNA interviewed each of the Antioch councilmembers including those newly installed after the November election to identify the goals of this effort and the issues that should be given priority in the roundtable discussions. CNA identified a clear consensus on the overall goals, which were to:

- Hear the perspectives of a wide cross-section of the Antioch community
- Allow Antioch community members to listen and hear from each other
- Identify action steps the City of Antioch and the Antioch Police Department (APD) can take based on community perspectives and preferences

Due to the COVID-19 pandemic, the roundtable discussions were held on a virtual platform (Zoom.gov). Before scheduling the sessions, CNA created a brief survey to gauge the interest and availability of potential participants. The City distributed the survey online and, though nearly 450 people opened the survey, only 65 completed it. Questions included the best dates and times for potential participants, their access to and comfort with Zoom, and their willingness to participate on camera and to read materials in advance of the conversation.

Working with Antioch, CNA scheduled three virtual dialogues to take place in January and February 2021 with each exploring a specific policing issue. The dialogues were planned as 90 minute sessions, with the majority of the time devoted to small group breakouts to maximize discussion among community members.

At the start of each dialogue, a subject matter expert from CNA's project team provided a short presentation on the topic (presentation slides can be found in Appendix B). Additionally, articles on the topics were emailed to participants in advance of the dialogues to provide a greater understanding of the issues and promote more in-depth discussions.

Session dates and topics were as follows:

Session	Date	Topic	Registered	Attended
1	January 19, 2021	Police Oversight, Accountability, and Transparency	75	57
2	February 6, 2021	Racial Disparities in Policing	99	36
3	February 18, 2021	Community Engagement	125	21
Totals			**299**	**114**

The APD provided a substantial amount of data to help set the context for the dialogues with useful and accurate information and to provide a baseline understanding of the issues. These data were used in the pre-dialogue presentations.

Following each roundtable discussion, a summary was prepared explaining the various perspectives shared by participants. The summaries were emailed to all who attended the sessions. They can be found in Appendix A.

Councilmembers attended the roundtable discussions as observers, but did not participate in the small group discussions due to the Brown Act, which requires open and public meetings if council members participate. Police officers also attended the small group discussions to listen to what community members had to say; they too did not participate in the discussions.

Post-Event Survey

After each session, CNA sent a brief survey to participants to gauge their satisfaction. In total, CNA received 63 completed surveys. Responses were mixed, with most respondents indicating they were either in favor of police reform or felt that no reform was necessary. Participants tended to like the small group discussions but felt they were not long enough. After the first session (45 minutes for discussion), CNA revised the project plan to allow an additional 10 minutes of discussion for subsequent sessions.

Survey respondents also indicated that they felt participation was low with the number of community members in attendance ranging from 57 in the first session to 21 in the third. Our goal was to have about 15 participants per small group discussion, but attendance fell short each session. In all three post-event surveys, respondents noted that they would recommend other community members attend such a session (66 percent of session 1 respondents, 79 percent of session 2 respondents, and 70 percent of session 3 respondents). This was in line with many of the written comments from respondents: many supported the idea that the City and community should be engaged in these types of dialogues, although many also wanted an opportunity to hear from City leaders.

CNA prepared a summary of survey responses including all written comments that were provided. That report will be delivered under a separate cover.

What Follows

The remainder of this report presents a set of actionable recommendations to the City of Antioch and the APD. The recommendations are based on two factors—the community sentiments expressed at the Bridging the Gap dialogues and CNA's in-depth knowledge of best practices in policing. The recommendations are considered actionable because they are practical and implementable solutions that can lead to lasting change.

We start with the issue of community input and outreach. Although it was not a major topic in any of the dialogues, it came up consistently throughout the discussions on accountability and transparency, on disparities in policing, and on community engagement. In fact, there was strong community support for continuing the dialogues on policing beyond Bridging the Gap. Implementing the recommendations will be vital to any future efforts to address racial injustice and police-community relations in Antioch.

Section 1: Community Input and Outreach

Resounding throughout the dialogues was the call for greater community input in policing and for continuing the public discussion on policing issues. CNA agrees that it is crucial in the current environment to recognize the important role that communities play in "co-producing public safety" and for police to engage community members as partners. A true partnership requires hard work on both sides in order to improve police-community relations and increase trust. In practical terms, it requires police and communities to be creative in tailoring approaches to the specific circumstances and issues of different communities.

Incorporating community input and partnering in policing requires police to open up beyond their own agendas. As evidenced over the last year, community members all across the nation are demanding greater participation in government and policing, in particular. The police and community must work together to develop the parameters of community participation, input, and partnership. It is also crucial that special efforts be made to hear the voices and invite the participation of diverse members of the community and those who may be marginalized or more distrustful of police.

Community Perspectives

Most participants in the dialogues voiced their support for more public discussion and opportunities to continue discussing police issues with city and police leadership. They indicated that the issues of concern seemed to vary by neighborhood, and that the City and APD should reach out more broadly to seek input and allow all groups to be heard—particularly people of color, who are less trusting of police generally. There was consensus that everyone wanted similar outcomes: to make the community better and to build greater trust and respect between police and community.

CNA Recommendations

The City and APD should create opportunities for community members to provide input on officer training, policies, and procedures; for defining public safety and neighborhood priorities from the community's perspective; for identifying widely voiced community criticisms of policing practices; for creating goals and objectives for joint problem-solving; and for identifying information important to the community that APD should share transparently. Community involvement in policing will increase community buy-in and lead to greater trust and confidence in APD. Similarly, greater proactive police involvement with the community will lead to increased trust and confidence in police, and to greater job satisfaction among police personnel.

Recommendation 1.1 CNA recommends that APD increase opportunities for a diverse range of community members to review and provide input on new and revised policies, procedures, and training programs, and consider leveraging the Police Crime Prevention

Commission for this purpose. Community input regarding policies, procedures, and training should occur early on in the respective development processes, and should not be relegated to brief periods of community review following development work by APD.

Recommendation 1.2 CNA recommends that the City of Antioch and APD conduct greater outreach to marginalized groups in the community including Latinos, non-English speakers, and residents of North Antioch, and establish permanent communication processes to ensure the entire Antioch community is consulted regularly on policing issues.

Recommendation 1.3 CNA recommends that the City of Antioch and APD hold listening sessions for youth and their parents to learn more about their perceptions of the police so that youth engagement can be tailored to their issues and needs.

Recommendation 1.4 CNA recommends that the City of Antioch and APD hold additional, regular public dialogues where community members can more directly discuss policing issues with City and police leaders and can hear each other's perspectives.

Section 2: Police Oversight, Accountability and Transparency

Internal and external controls can provide police oversight to hold police accountable for their actions. Internally, police departments have professional standards or internal affairs bureaus that investigate police misconduct. Once these investigations are complete, an officer may be exonerated or disciplined, or some other type of mediation may be imposed. External controls include civilian (non-police) involvement in the oversight process. A number of models for civilian oversight exist, but they all have the same goal: to have an external review of police policies, procedures, training, and supervision. Civilian oversight models range from limited involvement in policy development to complete independence from the department and full review, investigative, and discipline authority.

Transparency in policing refers to the willingness of the organization to provide access to information, policies, processes, and procedures, among other things, to the community members they serve. Increasing transparency involves proactive engagement with community members, police participation at community events, and keeping the community informed about how and why decisions are made and the resulting outcomes. Transparency is proactive; police must provide the community with information regardless of how it will affect perceptions of the police. Transparency recognizes that the work of the police is funded by tax payers, and as such, the work of police is public business.

Body-worn camera (BWC) technology is being used by police departments across the nation to improve officer safety, increase transparency, gather evidence, and reduce complaints and liability. BWC programs are an important advancement in policing, but they present challenges on several fronts—equipment costs, equipment maintenance and video storage costs, privacy concerns, coordination across the justice system, and more.

Community Perspectives

Participants in the dialogues expressed mixed perspectives on police accountability and transparency. Some felt accountability in APD had improved; others said they lacked information to make a determination about police accountability. The dialogues did not result in a consensus on whether greater accountability was needed, but some expressed that transparency was necessary for accountability. Some viewed APD as transparent and open, with social media use and officers attending community meetings as often-cited examples. Others expressed the perspective that transparency could be improved. Examples were given of citizen complaints not being taken seriously or not receiving feedback, and of the limited information made public on complaint outcomes, officer discipline, or other internal issues.

There was support for civilian oversight, and even greater support for body worn cameras. Some participants felt civilian oversight would strengthen trust between police and community while

others felt that it is not possible for non-police to oversee police. Other concerns included potential overreach, cost, added bureaucracy, need for training and commitment from citizens. Some participants noted that any oversight board would need representation from persons of color who have greater distrust of police. A number of community members laid out the benefits of BWC and also for dashboard cameras in police cars. The main concern raised was the cost.

CNA Recommendations

Recommendation 2.1 CNA recommends that APD and the City of Antioch move forward on obtaining BWC technology and consider applying for grant funding through the Bureau of Justice Assistance body worn camera funding programs. Furthermore, as part of the BWC implementation process, APD should create a community advisory committee to gather input and feedback on BWC policy issues.

BWCs are being widely implemented in police departments large and small across the country, and the City of Antioch should seriously consider the acquisition of this technology. The main barrier - cost - can be addressed by the Department of Justice's funding of BWC programs through the Body-Worn Camera Policy and Implementation Program (PIP), and another program (soon to be launched) that will focus on funding body worn cameras for small and rural police agencies. As of the drafting of this report, the FY21 funding cycle has not been opened but the program announcement is expected in March 2021. While the program requires matching funds from the grantee, those funds do not have to be cash; in kind contributions can be considered for the required match. This means that, if the City or APD dedicates personnel to developing and implementing a BWC program under the funding program, the salaries of those individuals can be counted towards the matching requirement.

Recommendation 2.2 CNA recommends that APD and city personnel research, seek community input, and develop and implement a civilian oversight program.

There are several different models of citizen oversight boards and committees that are operating throughout the U.S. One example, the Civilian Police Commission in Oakland, CA, has been identified by Antioch city staff as a starting point for understanding how they work and whether this model may be appropriate for Antioch.

Recommendation 2.3 CNA recommends that APD increase community engagement and share more information publicly, such as crime and arrests, police use of force, complaint outcomes, officer discipline, and community engagement actions and activities.

A common thread in the discussions with community members was the desire for more information and for greater openness and communication with APD. Communication and transparency are key building blocks for increasing trust between police and community. Both parties benefit when information is shared back and forth in respectful ways. While some felt APD had done a good job of

sharing information and being open with the community, others preferred a higher level of transparency from APD. Many police departments have "data portals" where community members can find information about crime and policing in their neighborhoods. If that is not feasible in the short term, APD should develop standard data reports that they post online on a regular basis.

Recommendation 2.4 CNA recommends that APD embrace a culture of transparency when serious incidents occur involving alleged police misconduct or in-custody deaths, informing citizens swiftly and openly about the incident.

When a critical incident occurs, the department should communicate early and often with the community. Getting even minimal information out to the public immediately will buffer some of the inaccurate information that may spread and garner more trust in the police. Even when the news may be perceived as bad, information travels fast and it is better for the community to hear the details from its own leaders, rather than hearing them through rumors and other sources. In addition, if the department has strong community relationships, a chief can reach out to trusted community advisors who can serve as liaisons to the department while an investigation is ongoing. If these relationships have not been developed beforehand, the department may face a difficult uphill battle in sharing key information with the community when a critical incident occurs.

Section 3: Racial Disparities in Policing

Racial Disparities in policing is defined as "significant differences between the percentage of the overall population comprised by an ethnic group and police outcomes in areas such as arrests, use of force, and traffic stops." Disparity measures may also be applied to hiring practices. For example, Blacks comprise 22 percent of the Antioch population but only 5 percent of Antioch sworn uniformed police personnel. The source of disparity may come from three places:

- *Individual bias* – prejudicial beliefs and discriminatory behavior of individual police officers (whether conscious and explicit or unconscious and implicit)
- *Institutional bias* – statutes, policies, or practices that have an unequal impact on ethnic or racial minorities
- *Differentially involved* – behavior and practices of racial groups that lead to higher volumes of calls for service and demand for police services wherein they live and congregate.

Most departments including Antioch will generally indicate disparities in the following police actions[1]:

- Traffic stops
- Arrests
- Use of Force
- Hiring retention and promotion practices.

Community Perspectives

There was some acknowledgement of racial disparities in Antioch police outcomes with several participants wanting to see more data and to give the Chief an opportunity to respond. Many participants felt that these disparities were due in part to the neighborhood they lived in, and how long residents had lived in Antioch. To address the disparities, participants had a range of ideas including more implicit bias and cultural sensitivity training for officers, for police to be more open and transparent about changes in the department, police focusing more on building trust with youth, and creating opportunities for police to have non-enforcement contact with community members by police walking beats and getting to know community members on a more personal level. Many participants also felt the importance of working to increase diversity in hiring practices.

1 The scope of this project did not allow for CNA to conduct an in-depth analysis of racial bias in APD police actions, although CNA has conducted numerous such studies.

CNA Recommendations

Recommendation 3.1 CNA recommends that APD provide enhanced implicit bias training to all of its sworn personnel to help address disparities in police outcomes.

Psychologists through years of research have firmly established that an individual's view of people and their behavior is affected by established beliefs and experiences, often leading to bias in these perceptions. Labeled as "implicit bias," the recognition of preconceived notions about racial groups or other population demographics influences decisions and judgements we make and carries over to the policing world. Given that these individual biases of police officers may be a contributing factor to disparities in police outcomes, many departments now provide implicit bias training to their police officers which teaches them how to identify these biases and mitigate their affects.

Recommendation 3.2 CNA recommends that APD enhance its training of sworn personnel with additional focus on cultural awareness and sensitivities for racial and ethnic groupings residing in Antioch.

Community residents mentioned a need for APD officers to be more familiar with the community members they serve and differences in cultural sensitivities. Other police departments have recognized that need as well and now include more cultural awareness elements into their training. Given the multi-ethnic and multi-cultural nature of the Antioch community, APD officers could benefit from training that makes them aware of those sensitivities and an ethnic group's history with law enforcement. Such training could improve understanding and lead to better policing outcomes.

Recommendation 3.3 CNA recommends that the City of Antioch engage an outside party to conduct a racial bias audit of APD police practices and recommend solutions based on audit findings.

Institutional racial bias and its consequences are a growing focus and concern in policing. Community stakeholders increasingly raise concerns about the significant differences in police outcomes among racial groups, especially in traffic stops, arrests, use of force, and fees and fines. CNA, in a very cursory review of APD data, found significant differences in arrest patterns among racial groupings, but our work did not include a comprehensive examination of racial disparities in APD policing outcomes and the practices contributing to them. Some departments on their own, without any federal mandates, have requested internal racial bias audits of their police operations. Most recently, Charleston, South Carolina, and Albany, New York have completed this type of audit leading to a series of recommendations and organizational changes. Undertaking a racial bias audit can help police build trust with the community.

Recommendation 3.4 CNA recommends that APD place a greater emphasis on community policing practices with more officers involved on foot and bike patrols and seeking other ways to expand community contacts, especially with young people.

Most criminologists and social scientists acknowledge that adverse economic circumstances and other variables contribute to levels of social disorder and a need for police services. These circumstances are certainly a contributing factor to significant differences in policing outcomes among racial groupings. A preponderance of those participating in the Antioch dialogues suggested a need for improved relationships between Antioch police officers and the community members they serve. While APD is not expected to address all of the various social ills facing communities, a greater emphasis should be placed on community policing practices that better address neighborhood quality of life issues, and greatly expand non-enforcement activity with youth and other members of marginalized communities.

Recommendation 3.5 CNA recommends that APD develop an updated recruitment strategy that specifically addresses the need to hire more African Americans, and officers that speak Spanish to better connect with diverse community members.

In some communities, it may be the case that having a police force that demographically resembles the population served enhances trust, reduces use of force, and leads to more effective policing. These practices can help to ease tension between police officers and community members. Currently in Antioch, there is a significant disparity between racial and ethnic groupings in the community and their proportional representation in APD. For example, Blacks currently comprise about 22 percent of the Antioch population but only about 5 percent of uniformed personnel. Concerns were also raised about this disparity during the community dialogues. APD should consider responding to community concerns on this matter.

Section 4: Community Engagement

The following policing principle – *the police are the public, and the public are the police* -- captures the critical symbiotic relationship between the police and the community. This principle was first stated back in 1829, but it is just as valid today as it was two centuries ago.

Community engagement is defined as non-enforcement contacts between police and community members. During an officer's work shift, non-enforcement time should include officers proactively engaging with community members on issues unrelated to enforcement, such as community events, quality of life concerns, and police programs and initiatives. These positive contacts can help improve existing relationships with people and groups, and can serve as the foundation to building greater trust and confidence in the police. Through engagement activities, officers can be seen as community partners to be relied upon, not simply as enforcers.

Increasing the level of trust and the confidence that people have in the police is an important goal in many police departments. The reality is that confidence in the police has been decreasing recently and it varies greatly by community group. For example, a recent Gallup survey found that 56 percent of white adults said they had confidence in the police while only 19 percent of Black adults said they had confidence in the police[2].

Community Perspectives

There was general consensus in the dialogues that if APD officers had more positive non-enforcement contact with community members, it would increase trust and confidence in the police. In addition, community members voiced strong support for increased community engagement with young people and marginalized neighborhoods with high levels of enforcement-related contact with police. Community members felt the issues that concern people varied by the neighborhood they lived in; consequently, conducting outreach in neighborhoods where marginalized populations and people of color live is particularly important in order to get input on policing issues and allow their perspectives to be heard. Suggestions for expanding community engagement included partnering with social service agencies to respond to problems with more holistic solutions, focusing on crime prevention, and expanding activities with at-risk youth.

CNA Recommendations

Recommendation 4.1 CNA recommends that APD create a community engagement strategy for each police district that requires patrol officers to regularly interact with

2 https://news.gallup.com/poll/317114/black-white-adults-confidence-diverges-police.aspx, 2020

neighborhood residents, faith leaders, youth and other key stakeholders and tailor the strategies to the issues and needs of community members in the district.

No practice is more vital to law enforcement than the building of positive relationships with the community. Positive, collaborative relationships lead to higher levels of trust and humanize officers to community members. They humanize community members in the eyes of officers, as well, who otherwise might not understand the circumstances of those living in low income, diverse or underserved communities. Research indicates that effective strategies for relationship-building include – having regular face-to-face contact, being good listeners, and engaging community members in an honest, caring, empathetic and transparent manner. Departments should provide officers the tools to be effective relationship builders such as appropriate training and performance incentives.

Recommendation 4.2 CNA recommends that APD police training include the building of skills necessary to support community engagement such as procedural justice, implicit bias, social interaction and communication, conflict resolution, and appropriate engagement with youth based on the science of adolescent brain development.

Recommendation 4.3 CNA recommends that APD track and document each officer's non-enforcement contacts with the community and use this information as part of their performance evaluation considerations. APD should increase buy-in from officers about this patrol activity to ensure that officers are interacting with the community in a positive way.

Recommendation 4.4 CNA recommends that APD build trust between youth and police by creating programs and projects for positive, consistent, and persistent interaction between youth and police with a specific emphasis on at-risk youth engagement.

Youth interactions present a unique set of challenges and opportunities for law enforcement. For many young people, their first encounter with anything justice-related is through law enforcement. The nature and circumstances of this contact can have a significant and lasting impression on youth. A number of studies have documented the strained relationship between law enforcement and youth, specifically youth who are from urban environments, from lower socio-economic areas, and a male person of color. These studies demonstrate that these youth may hold an implicit bias against police; moreover, they may demonstrate their perceptions of injustice and societal marginalization by acting disrespectfully toward police. Similarly, studies found that police officers may hold unconscious biases against minority youth and make assumptions about young people based on their race, age, dress, and appearance. Consequently, youth engagement based on proactive and positive youth interactions with police create the opportunity for coaching, mentoring, and diversion into constructive alternative activities. Particularly for at-risk youth, positive interactions with officers

can help lead youth out of the conditions and circumstances that keep them in the juvenile justice system and into programs for self-awareness and self-help.

Recommendation 4.5 CNA recommends that the City of Antioch and the APD research and consider different types of models for responding to people in crisis and implement the most appropriate model that includes collaboration with community organizations and service agencies.

Research shows that when community non-profits proliferate, the community is generally safer. Ways in which non-profits have improved community conditions include young people engaged in after-school and summer jobs programs, street outreach workers intervening in neighborhood conflicts, local organizations reclaiming abandoned lots and creating green spaces, and trained service providers responding or co-responding with police to people in crisis (people in crisis refers to people in mental health crises, the homeless and those with substance abuse issues). It was suggested by a dialogue participant that Antioch look at how neighboring jurisdictions such as San Jose are using co-responder models to address people in crisis.

Recommendation 4.6 CNA recommends that APD gather community input on a regular basis; seek community input on new policies and procedures such as the implementation of body worn cameras; and consider leveraging the Police Crime Prevention Commission for this purpose.

It is important for law enforcement to understand the community's perspective on local issues and concerns, which may be different from the department's perspective. This means officers should take the time and invest the resources to seek community input and perspectives. Departments can poll and canvas community members regularly through a variety of means -- surveys, community meetings, listening sessions, and town hall meetings. Community advisory groups, whether permanent or ad hoc, can provide police crucial input and feedback particularly when community buy-in will be vital to program or policy success.

Conclusion

The Bridging the Gap sessions were an admirable first step, but only a first step, toward greater community participation in determining what policing in Antioch looks like. The Antioch City Council is moving quickly, holding a seven hour meeting on February 26, 2021 with community participation in which proposed reforms were discussed. This report provides a thorough accounting of diverse perceptions regarding police and policing reform in Antioch, based on three purposefully planned and executed community listening sessions. It provides a guidepost to policymakers in Antioch, by identifying a number of significant reforms in policing that the community identified as important and that have a firm basis in research and practice.

Generally speaking, Chief Brooks is well liked by community members and is seen as progressive and professional. It is also true that some people do not believe any police reform is necessary in Antioch while others feel there is a need for significant change. The bottom line is that participants enjoyed and took advantage of the experience of voicing their perspectives on important community issues and influencing city decisions. The community wants to have dialogues *with* police and city leaders, regardless of their orientation to reform. Antioch should move forward quickly with police reform efforts, taking into consideration the recommendations in this report as well as other efforts, and continue to engage the community in public and significant ways such as the Bridging the Gap dialogues.

Appendix A: Post-Dialogue Summaries

Bridging the Gap Session 1 Discussion Summary

Session 1: *Police Oversight, Accountability, and Transparency*
January 19, 2021

Introduction

The City of Antioch and the CNA Center for Research and Innovation consulting team held the first of three roundtable discussions on racial injustice and police-community relations. Fifty-seven (57) community members from Antioch attended the session. The overall goals and a summary of the small group discussions during session 1 follows.

"Bridging the Gap" Goals:

- Hear the perspectives of a wide cross-section of the Antioch community
- Allow Antioch community members to listen and hear from each other
- Identify action steps the City of Antioch and the Antioch Police Department can take based on community perspectives and preferences.

Agenda:

- Opening remarks
- Policing expert presentation on session topics
- Small group breakouts with focus questions
- Large group report out on breakouts
- Closing comments/next steps

Small Group Discussions

Session 1 focused on issues relating to police oversight, accountability and transparency. Articles on these issues were sent to roundtable participants four days ahead of the session to provide context for the discussion.

Five questions guided the small group discussions. They were:

1. Would you describe the Antioch Police Department (APD) as transparent?
2. Do you feel there is accountability in APD for individual officers and the organization as a whole?
3. APD is not currently subject to civilian oversight. Should there be some form of civilian oversight, and if yes, what form should it take?
4. Are there other ways that community members could have more involvement in APD operations that would increase accountability and transparency?

5. Should the city spend the funds to implement body worn cameras for police officers? Do you feel this would improve community trust?
6. What else can or should be done to improve community trust in the Antioch Police Department?

A summary of the small group discussions is presented below. Overall, discussions tended to be two-sided: those that had positive comments about police and policing in Antioch and those that were questioning the actions of Antioch police.

Transparency

There were mixed perspectives on the issue of transparency. Some people viewed APD as transparent and open with information. Social media was an often-cited example of a way in which APD provided information to the public. A number of people commented that in the last few years, APD's social media use had increased through which more information was regularly provided to the community. Community events and meetings attended by officers were also mentioned as ways in which APD shared information with the public. Other people expressed the perspective that transparency in policing could be improved in Antioch. A few participants gave examples of citizen complaints not being taken seriously and complainants not receiving feedback; social media pushing out only positive news from the department; and little or no information being made public on complaint outcomes, officer discipline or other internal issues. One participant called transparency a "buzz word," pointing out a lack of understanding of this term.

Community members made a number of suggestions for improving transparency, including the creation of a public data dashboard on policing, providing a clear and specific definition of transparency in policing as well as examples of best practices, and APD sharing more information about significant issues that involved APD (specifically, participants wanted additional information on the findings of the investigation of the hiring of Officer Michael Mellone).

Accountability

Overall, participants had mixed responses to questions about accountability in the APD. Some individuals expressed that there had been improvements in accountability in APD in the last few years. Furthermore, they said, APD handled situations well, removing officers when needed and hiring excellent officers to fill new positions. Others felt APD was in a difficult position trying to respond to outside pressures from the community for change and the national discussion on police reform, and to do this within the current culture of the department. Some community members stated that they didn't know if officers were held accountable, or disciplinary actions were taken, because this information was not public. Consequently, they felt there can be little accountability without transparency.

Oversight

There was support among participants for civilian oversight, since they felt it would develop and strengthen trust between police and the community. Some community members were concerned about overreach and cost, and the bureaucratic nature of boards. Some participants pointed out that an oversight board would require training, funding, policy development, and significant time

commitment from its members. Some community members questioned how civilians could effectively provide police oversight since they don't understand the job without having done it. Some commented that any group that provided oversight should reflect the diversity of the city, particularly communities of color who have a greater distrust of police. One community member described the two Antiochs when it comes to policing, and how North Antioch experiences it differently from other parts of the city.

Community members suggested using the existing Police Crime Prevention Commission by formalizing it and making the community more aware of it and implementing body worn cameras as a first step in oversight.

Other Ways to Enhance Transparency and Accountability in Policing

A number of community members voiced the need for greater partnership between the police and the community. While some individuals felt the police did a good job being accessible to the community, with events like Coffee with a Cop and the Police Athletic League, others expressed that they feared the police and there was little trust between police and community in their neighborhoods. Participants expressed the need for more opportunities for positive interaction between police and the community, particularly in low-income neighborhoods; for more forums, where police and community members can talk in constructive and informative ways; and for new ways to break down walls since everyone wants the same thing – to feel safe and secure. A suggestion was made that the next roundtable discussion have Spanish language translation available in order to be more inclusive of immigrants from the community.

Body Worn Cameras

There was substantial support for body worn cameras among participants. Several community members talked about the benefits of body worn cameras (keeping officers safe, eliminating guessing or distortion of what actually happened, reducing complaints and law suits, and improving community trust). There was also support for dashboard cameras in police cars. A few concerns were raised including the substantial cost involved. One individual mentioned research indicating police use of force is not meaningfully changed by body worn cameras. Another opined that body worn cameras are intrusive and not a magic bullet. A few people said they would like additional information on body worn cameras that describes both pros and cons.

Major Findings

- The concept of transparency in policing is not well understood. There was a general sense that it involved information sharing but little or no consensus about the nature, extent and limitations. There were mixed views as to whether social media use indicated transparency.
- Participant perspectives on police accountability were mixed; there was no consensus if more accountability was needed, while participants linked transparency to accountability.
- Most participants seem to support some form of oversight with no consensus as to the structure it should take. Several suggested using the current Police Crime Prevention Commission as a starting point.

- There was a general consensus that if APD officers had more friendly and non-enforcement contact with residents, especially from low-income neighborhoods, it would build community trust.
- There is substantial support for body-worn cameras among participants. The main reservations about adopting body-worn cameras concern costs.

Bridging the Gap Session 2 Discussion Summary

Session 2: *Racial Disparities in Policing*
February 6, 2021

Introduction

The City of Antioch and the CNA Center for Research and Innovation consulting team held the second of three roundtable discussions on racial injustice and police-community relations. Fifty-two (52) community members from Antioch attended the session. The overall goals and a summary of the small group discussions during session 2 follows.

"Bridging the Gap" Goals:

- Hear the perspectives of a wide cross-section of the Antioch community
- Allow Antioch community members to listen and hear from each other
- Identify action steps the City of Antioch and the Antioch Police Department can take based on community perspectives and preferences.

Agenda:

- Opening remarks
- Policing expert presentation on session topic
- Small group breakouts with focus questions
- Large group report out on breakouts
- Closing comments/next steps

Small Group Discussions

Session 2 focused on issues relating to racial disparities in policing. Articles on these issues were sent to roundtable participants two days ahead of the session to provide context for the discussion.

Four questions guided the small group discussions. They were:

1. What are your general reactions to the presentation that presented data on racial disparities in policing?
2. How do you feel these racial disparities affect perceptions of policing in Antioch?
3. Do you believe that all three causes of disparities -- individual bias, institutional bias, and behavioral tendencies in racial/ethnic groups -- all contribute to disparities in police outcomes in Antioch?
4. Do you believe the city and the police department have an obligation to address these disparities?

A summary of the small group discussions is presented below.

General Reactions to Disparities in Policing

The perspectives of participants ranged from a few who felt there were no disparities in policing in Antioch to others who expressed that racial disparities impacted numerous aspects of life. A number of participants focused on the history of Antioch in which policies in the last few decades encouraged population growth, and those who came were mostly people of color who were pushed into certain areas of the city with fewer opportunities and positive activities. The City Council and community members, they felt, should help bring programs and opportunities to the neighborhoods with newer arrivals. With this growth, it was expressed, Antioch may need to adapt to issues more common in larger cities.

There were expressions of support and appreciation for Chief Brooks, who they said was making improvements in the police department. It was felt he could be more transparent about these changes and communicate more with the community. Respect and trust were needed on both sides -- police and community – and it was felt everyone should come together to address issues in a way that is fair to both sides. Suggested solutions included the use of body worn cameras by police officers and a focus on building positive relationships between police and youth.

How Racial Disparities Affect Perceptions of Policing in Antioch

The view of some longstanding residents was that they perceive APD differently from newer arrivals, who brought different perceptions of police with them. They also felt the data that was presented wasn't enough to build a strong narrative about the existence of disparities in policing. These participants also expressed how the content of one's character and how a person acts are what's most important. They did not see a difference in how people were treated in Antioch. Contrasting perspectives were voiced too – that there is racism in Antioch and community members need to talk about it, over-policing occurs in certain neighborhoods and of African Americans, character matters but the differential treatment of black community members matters too. It was also mentioned that where a person lives in Antioch affects their perceptions because some areas get more attention from police than others and how much police engage with the community, which varies by beat, also plays a role in perceptions of the police.

A number of participants recognized that Chief Brooks has added diversity to the department in recent years and provided training to the officers that taught them to have a welcoming approach to all residents. They also felt that more publicly available and transparent data would go a long way towards getting everyone on the same page about racial disparities in policing. Other participants mentioned the need for more citizen input to help police understand various perspectives on bias, perhaps through the Police Crime Prevention Commission, additional diversity in the department, and police and community members to find common ground on the appropriate level of oversight for the department.

Causes of Disparities in Policing

Some believed the community generally, and the media in particular, were going in the wrong direction in the last 5-10 years, focusing on tribalism and resentments. Others mentioned we shouldn't label groups of people based on one or two peoples' behavior, that includes how we refer

to police officers as well as racial/ethnic groups in the community. All people have biases including unconscious bias, some said, and there's no quick fix solution; the one common ground mentioned was that everyone wants to make the community better.

A number of suggestions were made including the need for greater focus on community policing and officers getting to know residents, investments in additional implicit bias training and body worn cameras, community input on hiring practices and broader outreach to recruit more people of color and women on the force, efforts to identify and rid the department of bad apple officers, and improved communication between officers and youth.

Some participants wanted more information on what APD is currently doing on these issues. It was also mentioned that the recommendations made in these discussion groups should be taken to the broader community in Antioch before any conclusions are reached.

How to Address Disparities in Policing

The perspective was expressed that having a diverse police force proportionally representative of the community would be valuable for people of color and for the larger Antioch community generally. It was emphasized, however, that APD should hire the best people for the job no matter the person's race or ethnicity; that screening and training are just as important and having the right training officers in place, since they exert a great deal of influence over new officers.

Another perspective focused on the importance of building trust with young people so that they may seek a job in law enforcement. Too often youth do not have trust, and so building the relationship with children at a young age, particularly boys, was felt to be important. Perspectives varied on having police officers in the schools, with some believing it a good approach and others believing it not to be.

Others expressed the need for greater interaction between police and community, and to do so district by district because each area is so different. The difficulty in getting people to participate in such efforts and attend meetings was identified, therefore, specific strategies should address this too.

Major Findings

- The perspectives on racial disparities in policing differed: one group, mostly longstanding Antioch residents, did not accept that there were disparities in Antioch; a second more diverse group, talked openly about bias and racism and discussed ways in which APD could make positive changes.
- Many participants felt the perceptions of policing were affected by how long people had lived in Antioch, the neighborhood one lived in, and the type of interactions they had with the police.
- There is substantial support for police to be more open and transparent about changes in the department; increasing positive interactions with community members; focusing on building trust with youth; implementing body worn cameras; increasing diversity in the department through recruitment, hiring, and training practices; and creating more ways for community input.

- There was a general consensus that everyone wanted similar outcomes – to make the community better and to build greater trust and respect between police and all community members in Antioch.

Bridging the Gap Session 3 Discussion Summary

Session 3: *Community Engagement*
February 18, 2021

Introduction

The City of Antioch and the CNA Center for Research and Innovation consulting team held the third of three roundtable discussions on racial injustice and police-community relations. Forty-one (41) individuals from Antioch attended the session including 15 observers and 26 discussion group participants. The overall goals and a summary of the small group discussions during session 3 follows.

"Bridging the Gap" Goals:

- Hear the perspectives of a wide cross-section of the Antioch community
- Allow Antioch community members to listen and hear from each other
- Identify action steps the City of Antioch and the Antioch Police Department can take based on community perspectives and preferences.

Agenda:

- Opening remarks
- Policing expert presentation on Community Engagement
- Small group breakouts with focus questions
- Large group report out on breakouts
- Closing comments/next steps

Small Group Discussions

Session 3 focused on issues relating to community engagement in policing. Articles on these issues were sent to roundtable participants two days ahead of the session to provide context for the discussion.

Five questions guided the small group discussions. They were:

1. How do you see Antioch police officers in your community? Enforcers to be feared or community partners to be trusted and relied upon? Why do you feel that way?
2. What is your hope for police-community relations? How could they be improved?
3. What kinds of proactive activities would you like to see the police involved in, in your neighborhood?
4. Are there ways that police in Antioch could interact with young people that would improve community relationships with police more broadly?
5. Police do not control crime by themselves. What other community organizations or services could help or partner with the police to address crime problems in Antioch?

A summary of the small group discussions is presented below.

Community Engagement in Antioch

There were a variety of perspectives expressed – from the impact of Chief Brooks stepping up community activities and bringing people together on Facebook, to negative personal experiences with police officers resulting in a lack of trust, to concerns about response times to calls for service. Several participants talked about community engagement as a two-way street, meaning police need training on communication skills to be effective *and* residents need to understand their responsibilities. Some felt that negative interactions with officers in the past reflected poorly on individual officers but not the whole department; others felt, as a consequence, it was difficult to see police officers as a resource.

Some suggestions were made including the placement of substations in the districts to encourage more police-community interaction, more police training on customer service skills, use of mental health crisis response models for certain calls for service, greater outreach to churches and church leaders, and greater transparency on the part of APD.

The Hope for Police-Community Relations

Some participants expressed that policing issues differed across communities in Antioch. They would like these differences in perspectives heard, and it didn't seem that all perspectives were represented in the discussion groups. It was acknowledged that some people, particularly those from minority communities, may fear the police as indicated by the data presented earlier in the dialogue (just 19 percent of black adults had confidence in the police; Gallup survey 2020). While one participant was clear that fear and distrust of police needs to be addressed and solved, others focused on the need to keep the conversation on trust and community engagement going, beyond Bridging the Gap, that it was good to communicate with other Antioch residents they didn't know and with experts and city leaders. Some participants noted that in the future, it would be important to conduct outreach to people in under-represented groups including non-English speaking people, who don't always feel comfortable participating in community events, and get their input and engagement in the conversations. There was a general desire for everyone to work together to improve police-community relations.

One specific suggestion was that the city of Antioch would benefit from social service agencies being involved and providing more "holistic responses" to community problems. A number of others agreed with this and one participant went further, suggesting that working with neighboring jurisdictions would be helpful, using San Jose as an example because it is implementing a mental health co-responder model in their police department.

Kinds of Proactive Activities Supported

Participants voiced concern that the Antioch police were overwhelmed and busy responding to calls for service. They felt that the department may need more police officers or additional resources to address crime AND engage with the community. Others felt the department could do more outreach,

within its current resources, in order to build trust and report on its current efforts to improve transparency.

Other suggestions included better publicizing and expanding the reach of "Night Out," Ride with a Cop and Citizen Academies; offering sporting activities with at-risk youth; and creating more opportunities for police-community dialogues. Furthermore, participants noted that it will be important for the City to follow-through on suggestions made in the Bridging the Gap dialogues.

Police - Youth Interaction

Youth engagement was most often mentioned as the area of greatest need, and many stated that opportunities for officers to proactively interact with youth would have a positive impact on the future of the city. One participant who works in the schools talked about the fascination that younger children have with police, lamenting how their opinions sometimes sour as they grow older based on experiences and social media. In order to turn the tide away from this eventuality, some participants stated that police should find constructive ways to engage with young people and build trust. If police attended youth events, some said, the connections built could be very helpful. Some suggested police engage with at-risk youth, who would greatly benefit from role models and a positive relationship with police.

There were varying perspectives on school resource officers. While some lamented the elimination of officers in schools, others felt there were better ways to engage with youth than in the schools where there have been negative impacts, often on non-white students. More emphasis on programs like REACH and Police Activities League (PAL) were suggested as potentially beneficial.

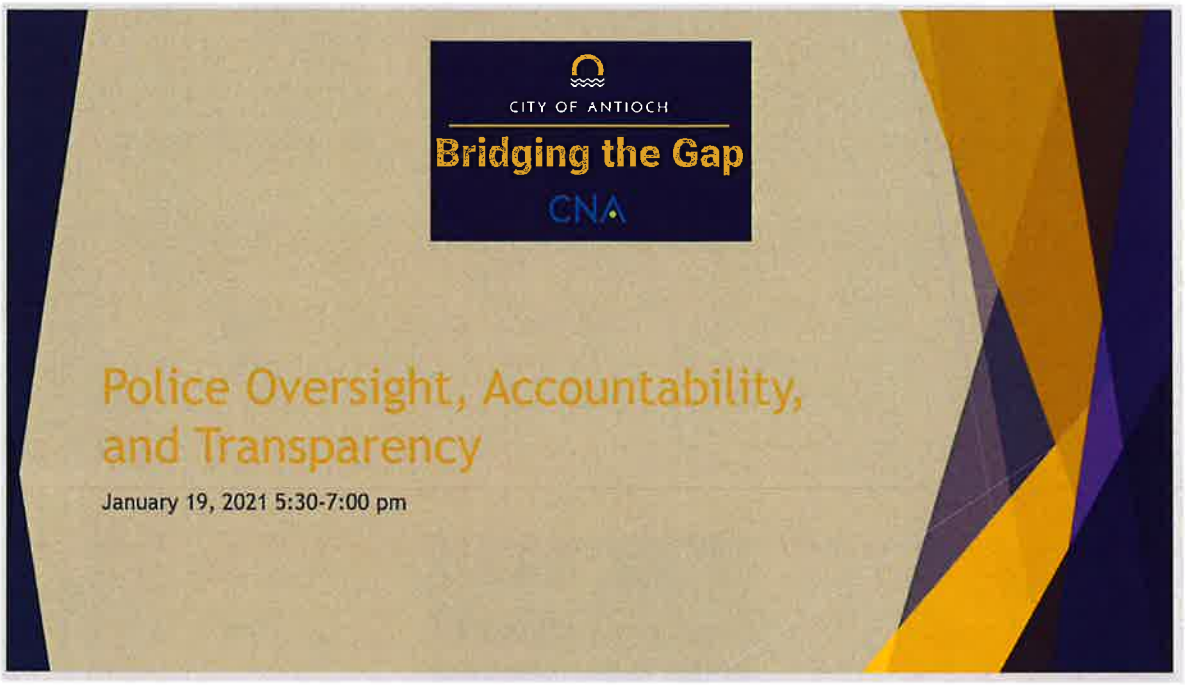
Suggestions included youth ride-along with officers, police and youth basketball leagues, and asking young people how they would like to engage with police in order to empower them and make them feel heard.

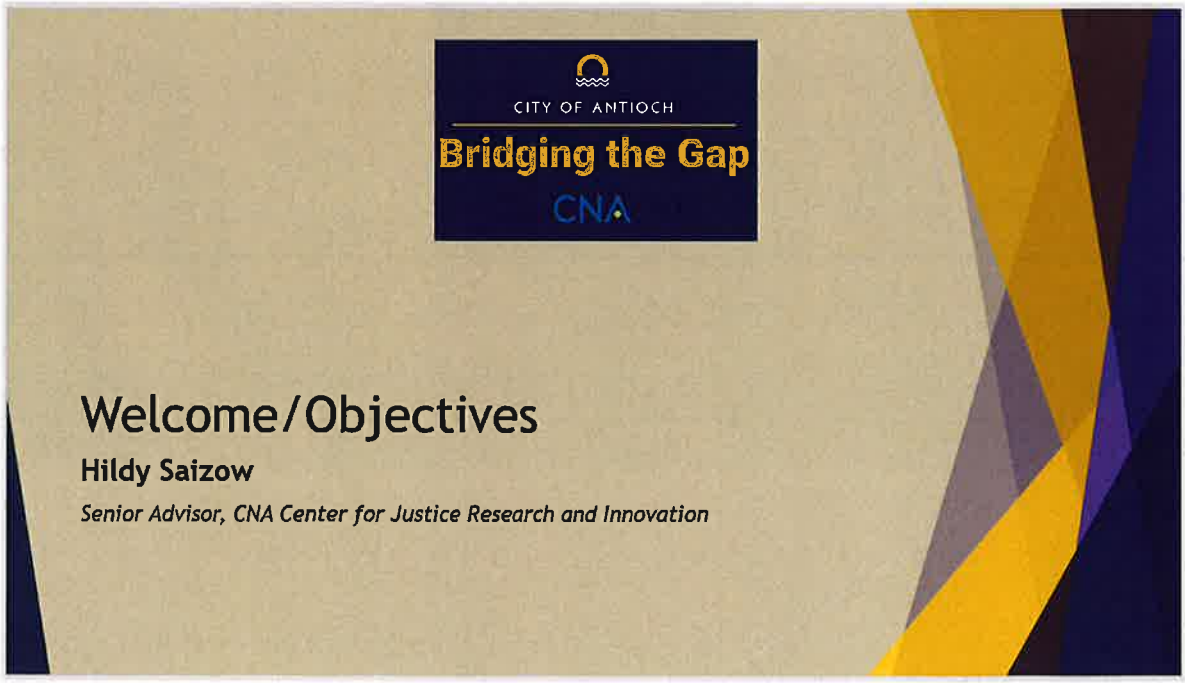
Major Findings

- There is strong support for increased community engagement by APD in order to increase public trust, particularly with young people.
- The issues that concern people seem to vary by community they live in so it's important for the City and the police to reach out to all communities to get input and allow residents to be heard. This is particularly important for communities of color, who have less confidence in the police.
- Suggestions for expanding community engagement include partnering with social service agencies to respond to problems with more holistic solutions and a focus on crime prevention, expanding activities with at-risk youth, and increasing transparency on APD's community engagement efforts.
- Many participants voiced their support for community dialogues and hoped there would be more such dialogues and opportunities to discuss issues with city leaders and police in the future.

Appendix B: Opening Remarks Slides

Session 1: Police Oversight, Accountability, and Transparency





Agenda

- Welcome/Objectives
- Policing Expert Presentation
- Small Group Breakout Sessions
- Report Out
- Next Steps

CITY OF ANTIOCH

Bridging the Gap

CNA

Policing Expert Presentation

Mary O'Connor

Assistant Chief (ret.), Tampa Police Department

Overview

- Police Oversight
- Accountability
- Police Transparency
- Body-Worn Cameras

Internal Controls

- Internal Affairs/Professional Standards or other units to intake and investigate complaints
  - Intake
  - Classification of complaints
  - Investigation
  - Mediation, adjudication or disposition

External Controls

- Citizen Oversight Committee or similar exterior accountability process
  - These committees can improve accountability, transparency and build community trust
  - Ensure complaint process is accessible to all, reduce barriers to filing complaints
  - Investigative versus review authority, and/or subpoena powers, hybrid models
  - Four different models

Model 1: Ongoing Auditing Authority

- This board audits (monitors) the complaint process itself
  - Strengths:
    - Can aid in spotting training, policy or supervision deficits in the police department
    - Aids in determining whether discipline is consistent and/or fair
  - Weaknesses:
    - May take time to collect data indicative of a problematic trend

Model 2: Review Systems

- This board reviews IA cases, determines whether they are adequately investigated or not, may agree or disagree with findings, may recommend further investigation and/or policy review and/or training
  - Strengths:
    - Improved transparency and greater involvement by community
    - Police department may be more inclined to act on these recommendations
  - Weaknesses:
    - Time commitment if board is volunteer
    - Board needs extensive training

Model 3: Investigative Authority

- Investigations are conducted by the board
  - Strengths:
    - Rebuilds trust in community
    - Avoids conflict inherent in many internal affairs units
  - Weaknesses:
    - Cost to run the program
    - Police department and/or police union hesitancy to implement

Model 4: Hearing Boards

- Can administer evidentiary hearings and appeals
  - Strengths:
    - Due to complete independence from the police department, objectiveness is high
  - Weaknesses:
    - Resources are beyond what most cities are capable of committing

Transparency

21st Century Policing Report (2015) Recommendations:

- Collect, maintain, and report data to the federal government on all officer-involved shootings
- Develop policies on what types of information will be released, when, and in what situation, to maintain transparency (laws across the country are all different)
- Make public the demographic data regarding the composition of their force
- Collect, maintain, and analyze demographic data on all detentions (stops, frisks, searches, summons, and arrests)
- Disaggregate data by school and non-school contacts

Transparency

Other best practices for transparency:

- Crime data available to the public
- Procedure and policy manual available to the public
- Use of social media
- Active engagement in community events

Body-Worn Cameras

- Law enforcement agencies across the country are using Body-Worn Camera (BWC) technology to:
  - Improve evidentiary outcomes
  - Enhance the safety of, and improve interactions between officers and the public
  - Assist in broader law enforcement, problem solving, and community engagement strategies
- Can be highly effective:
  - Provides an unalterable audio and visual record of interactions that capture empirical evidence in the event of a crime, police-citizen interaction, or use-of-force incident

Considerations for Body-Worn Cameras

- Benefits
  - Improved community trust
  - Complaint reduction
  - Improved prosecution rate
- Cost
  - Storage
- Policy and training

CITY OF ANTIOCH

Bridging the Gap

CNA

Small Group Breakout Sessions

Ground Rules

- We're having a public discussion to hear many points of view, not a debate
- Allow everyone the chance to speak, no one or two individuals should dominate
- Listen to others respectfully, without interrupting
- Listen for understanding others' points of view
- Criticize ideas, not individuals
- Avoid blame, speculation, and inflammatory language
- When talking, make your points clear and succinct
- There are no right or wrong answers, all opinions are valuable

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Report Out

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Next Steps

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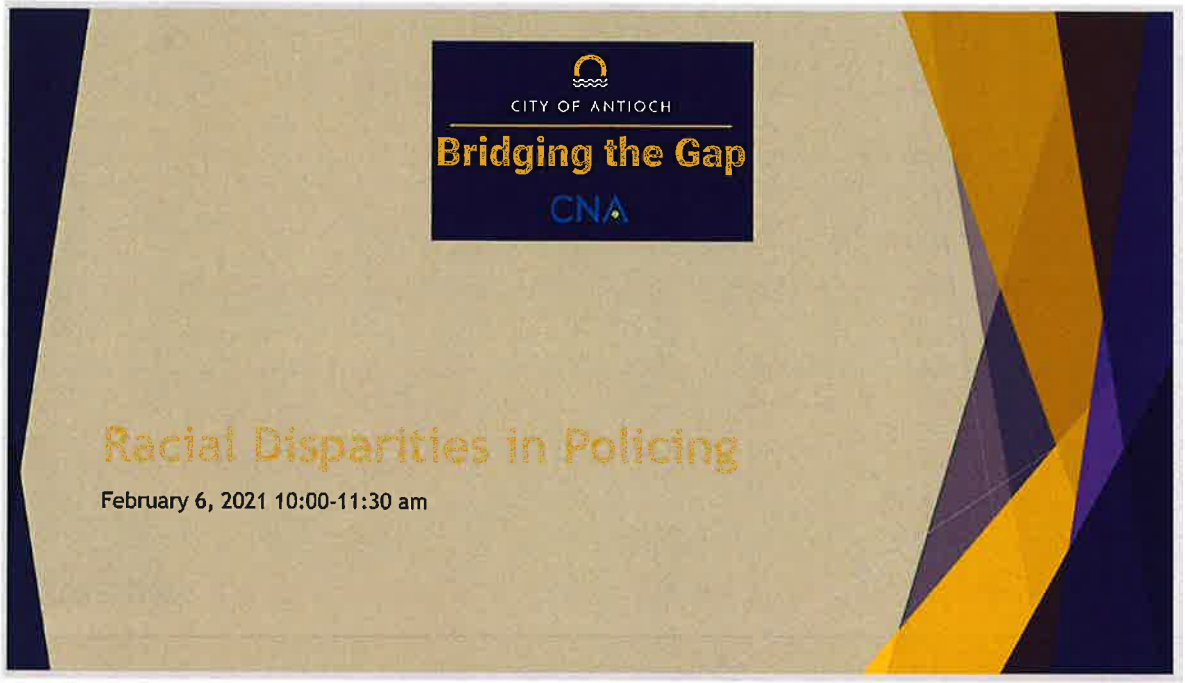
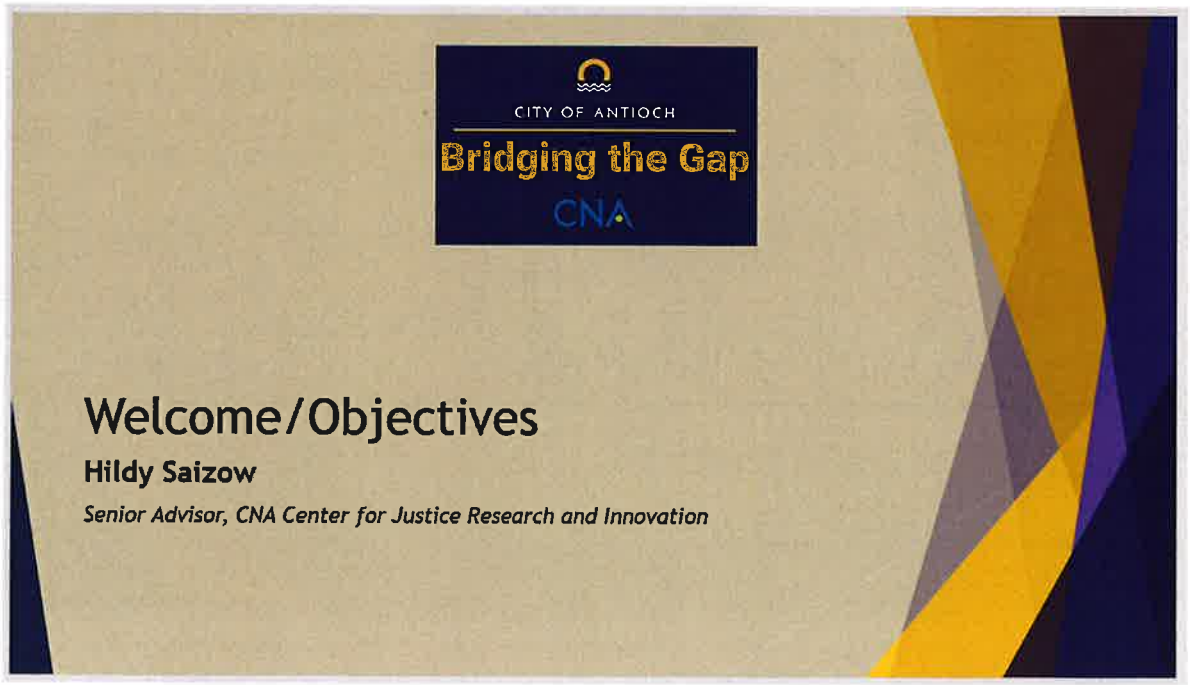
Thank you for attending!

Session 2: Racial Disparities in Policing





Agenda

- Welcome/Objectives
- Policing Expert Presentation
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CITY OF ANTIOCH

Bridging the Gap

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Policing Expert Presentation

Stephen Rickman

Community Policing Researcher and Practitioner

Definition

- Racial disparities in policing refers to significant differences between the percentage of a racial group represented in the general population and the percentage of that same group represented in police-initiated activity such as traffic stops, arrests, and uses of force, along with staffing and promotions.
- Racial disparity refers to differences that may or may not always be related to discrimination.
- Disparity assessments focus on outcome measures and have a strong factual basis.

Most Commonly Found Disparities

- Traffic stops
- Arrests
- Use of Force
- Complaints for excessive use of force
- Hiring, retention, and promotion data

Causes of Disparities

- **Individual bias**
  - Prejudicial beliefs and discriminatory behavior of individual police officers (whether conscious and explicit or unconscious and implicit).
- **Institutional bias**
  - Laws, statutes, strategies or practices that have an unequal impact on racial or ethnic minorities.
- **Differentially Involved**
  - Black and Hispanic neighborhoods are the source for more calls for service, more likely to be crime victims, and more often identified as suspects by victims.

What does the data show?

- Residents of all minority groups were more likely:
  - To be stopped by police than white residents.
  - To have multiple contacts with police.
  - In police initiated actions to be subject to use of force.
  - To be complainants of excessive use of force.
- Specifically, Black residents were more likely to be arrested comprising 27 percent of the arrested population, twice their proportion of the population.
- Other data indicates that members of communities of color generally are under represented in the law enforcement agencies that police their communities, and in their promotions to higher ranks.

Antioch, CA

- In Antioch the data indicate clear racial/ethnic disparities in the composition of the police force:

Race/Ethnicity	City Population *(2019 Census Data)*	Police Force *(2019 Data Provided by APD)*
White	41%	65%
Hispanic	33%	15%
Black	22%	5%

- Disparities are also apparent in arrest practices and most striking between Black residents and white residents:

Race/Ethnicity	City Population *(2019 Census Data)*	2019 Arrests *(2019 Data Provided by APD)*
White	41%	27%
Black	22%	47%

Antioch, CA

- Disparities among other racial/ethnic groupings in Antioch police outcomes also exist but to a lesser extent.
- Racial disparities are systemic to our culture and exist outside of policing practices.
  - For example, an examination of hiring data in other industries would likely reveal similar disparities.

How are law enforcement agencies responding?

- Individual bias
  - Providing implicit bias training designed to help officers identify their own biases and how to employ mitigating strategies.
  - Cultural awareness and sensitivity training to make officers more aware of the customs and values of minority communities they serve.
  - Immersion training where officers are placed in select communities during their training and probationary periods working in a range of settings to enhance their understanding of the population they are serving.

How are law enforcement agencies responding?

- Institutional Bias
  - Conduct racial disparity audits and comprehensive evokes of operations to identify bias outcomes and remedial steps.
  - Review and adjustments to policies and procedures that contribute to disparate outcomes.
  - Adjustments in tactics and practices to minimize disparities.
  - Focused recruitment , hiring and retention for minority applicants.

How are law enforcement agencies responding?

- Differential rates of Criminal Behavior
  - Expansion of community policing and crime prevention strategies to lower need for police actions.
  - Greater coordination and cooperation with community based organizations and other community service agencies to address quality of life issues.
  - More involvement with other public agencies such as mental health, housing and social services to expand preventive service delivery.

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Bridging the Gap

CNA

Small Group Breakout Sessions

Ground Rules

- We're having a public discussion to hear many points of view, not a debate.
- Allow everyone the chance to speak, no one or two individuals should dominate.
- Listen to others respectfully, without interrupting.
- Listen for understanding others' points of view.
- Criticize ideas, not individuals.
- Avoid blame, speculation, and inflammatory language.
- When talking, make your points clear and succinct.
- There are no right or wrong answers, all opinions are valuable.

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Report Outs

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Bridging the Gap

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Next Steps

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Bridging the Gap

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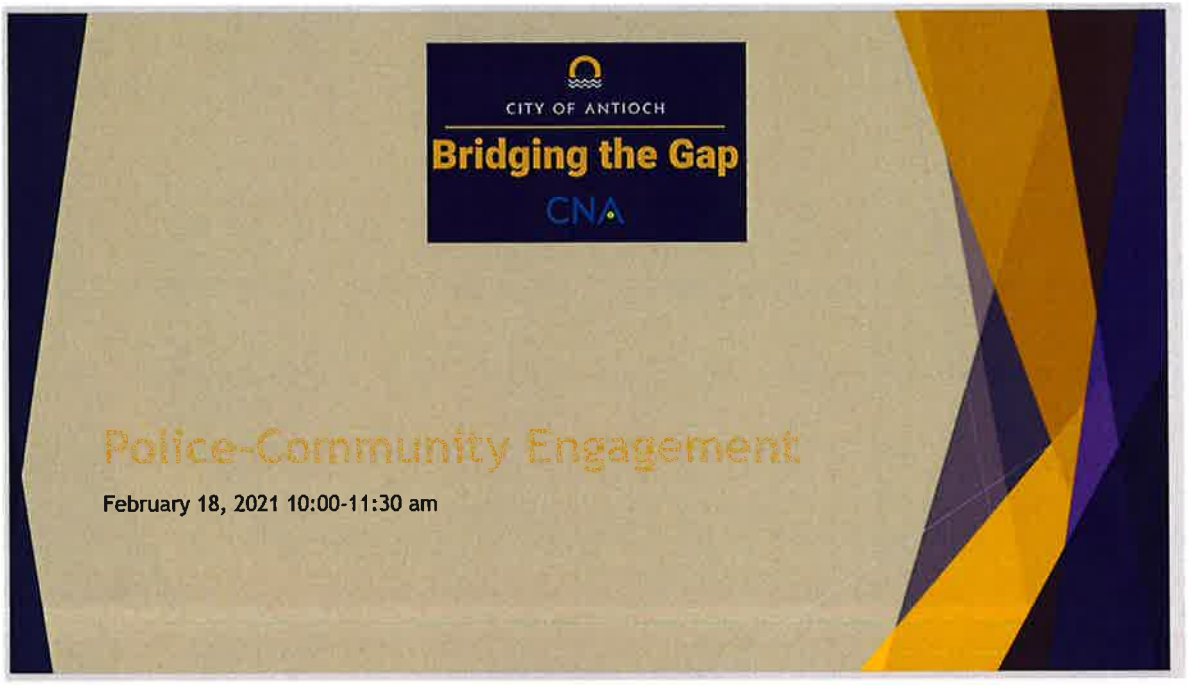
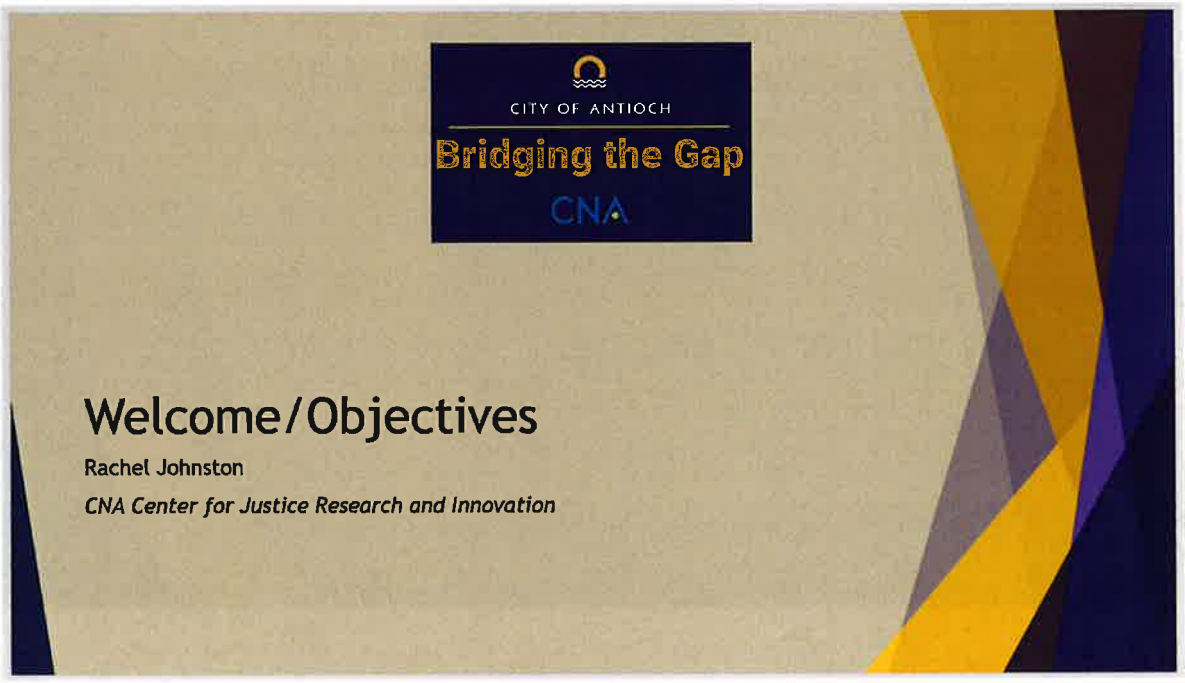
Thank you for attending!

Session 3: Community Engagement





Agenda

- Welcome/Objectives
- Policing Expert Presentation
- Small Group Breakout Sessions
- Report Out
- Next Steps

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Policing Expert Presentation

Hildy Saizow

Community Policing Expert

"The Police are the Public, and the Public are the Police."

- Sir Robert Peele, Policing Principles, 1829

Shifts in Policing Over Time

- 1980s-1990s – Focus on Community Policing
- 2000s – Focus on homeland security, new technology, data and information systems
- Since 2014 and the start of protests on police shootings, a push back to Community Engagement

What Does Community Engagement Mean?

- Non-enforcement contacts between police and community members
- Building on-going community relationships
- Positive actions that build trust and confidence in the police
- Officers as community partners to be relied upon, not simply enforcers

- *Reality: Confidence in the Police Varies by Group*
  - Recent Gallup survey found 56% of white adults said they were confident in the police, whereas only 19% of Black adults said the same

What Does Community Engagement Look Like?

- <u>For the Officer</u>
  - With support, getting out of their cars to engage in positive activities
    - Attend neighborhood meetings, visit a church to say hello, handout food and sports equipment to needy families, visit local schools



Police/Community Dance-Off (3.3 million views on You Tube)



Neighborhood Basketball game

What Does Community Engagement Look Like?

- For the Department
  - Representatives attending community meetings
    - Especially with marginalized groups and those living in neighborhoods with more police attention
  - Advisory committees for community input on key issues
  - Regularly scheduled Town Hall meetings for feedback
  - Collaborative partnerships with non-profits and service providers

Social Media is Changing Community Engagement

- New opportunities for community engagement particularly with hard to reach groups
- Virtual meetings expanding participation and capabilities
- Multiple platforms becoming predominant way to communicate and receive information
  - Twitter
  - Facebook
  - YouTube
  - Instagram
  - Websites

Community Engagement in Antioch

- APD's mission includes "working with the community"
- Officers participate in many community events - Coffee with the Cops, Legos with the Law, National Night Out, Church Visits, School Lunch Visits
- Officer participation in community events almost doubled from 2018 to 2020

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Small Group Breakout Sessions

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Next Steps



Post-Event Survey Responses

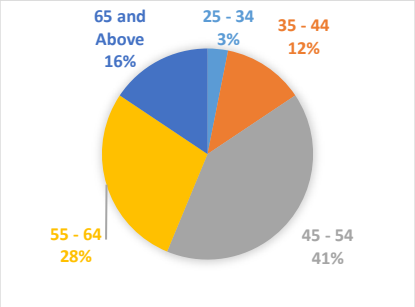
Bridging the Gap Session 1 – January 19, 2021

TOTAL SURVEY RESPONSES:	32 (of 57 participants[1]) – response rate = 56%

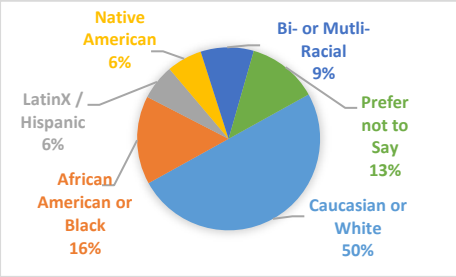
Demographics of Respondents

What is your age?

25 - 34	1	3.1%
35 - 44	4	12.5%
45 - 54	13	40.6%
55 - 64	9	28.1%
65 and Above	5	15.6%



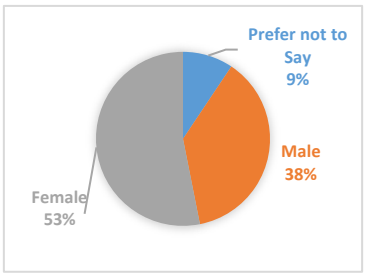
What is your racial / ethnic identity?



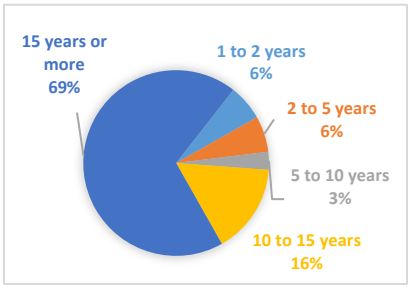
Caucasian or White	16	50.0%
African American or Black	5	15.6%
LatinX / Hispanic	2	6.3%
Native American	2	6.3%
Bi- or Mutli-Racial	3	9.4%
Prefer not to Say	4	12.5%

What is your gender identity?

Prefer not to Say	3	9.4%
Male	12	37.5%
Female	17	53.1%



How long have you lived or worked in Antioch?



1 to 2 years	2	6.3%
2 to 5 years	2	6.3%
5 to 10 years	1	3.1%
10 to 15 years	5	15.6%
15 years or more	22	68.8%

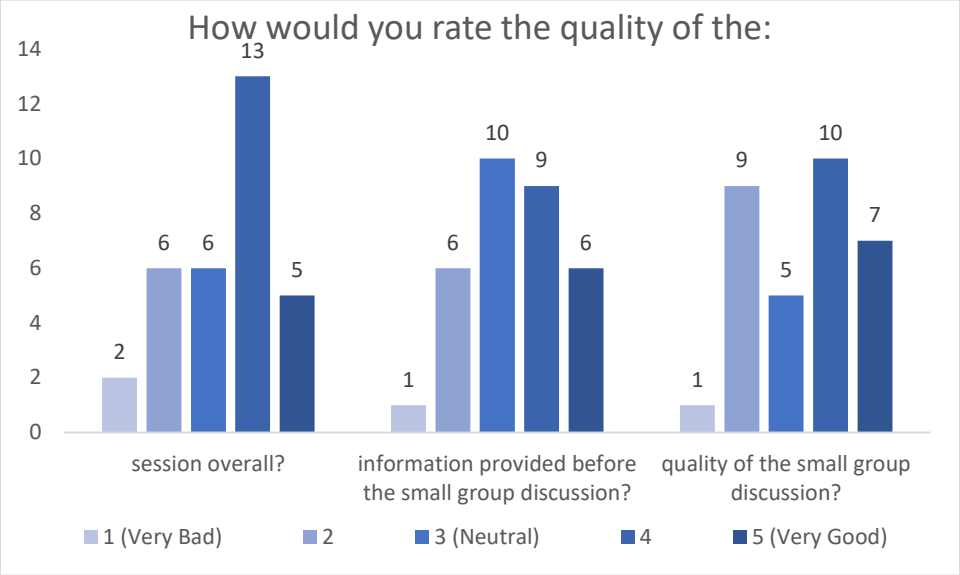
[1] Some of the respondents to this survey may have been observers rather than participants.

Post-Event Survey Responses

Bridging the Gap Session 1 – January 19, 2021

Responses to Survey Questions

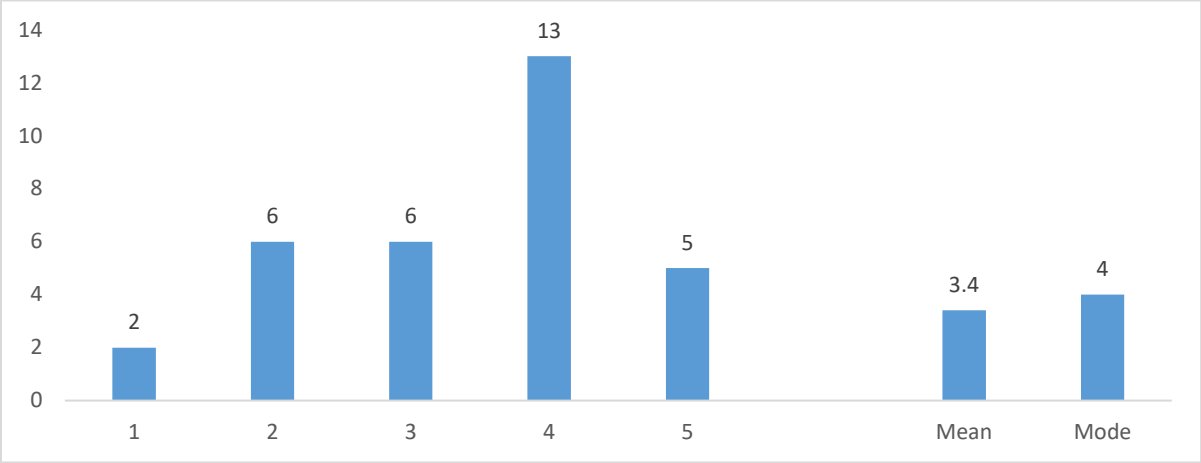
How would you rate the quality of the:	Very Bad 1	2	3	4	Very Good 5
session overall?	2	6	6	13	5
information provided before the small group discussion?	1	6	10	9	6
quality of the small group discussion?	1	9	5	10	7



Post-Event Survey Responses

Bridging the Gap Session 1 – January 19, 2021

1. How would you rate the quality of this session overall?



1b. …If you would like to tell us more about your answer...

Ratings of 5:

- It was well ran and very organized
- I felt that everyone was able to share their views without being critized for their opinions. They were given options on how they might go about looking at issues in a different light if they so see fit.
- Very organized and well planned
- Well planned and organized. Moderator was very professional.
- As a black woman I can say it was more for pro police I am for police and yes I'm am a black woman Just obey the law and things wouldn't happen

Ratings of 4:

- I believe there should be more participants who have actually had direct experience with the police. Also there really should be more young people involved. Teenagers through 20's. They have a wealth of knowledge and different viewpoints that would be very helpful!
- Overall the session was very well organized and moderated.
- I'm very pleased that the conversation is at least starting. I pray that after the conversations something is actually done.
- given what it was supposed to accomplish, i think it did wrangle some valuable information about Antioch's relationship to the police.
- I'm glad these conversations are happening, but there were a few things that seemed like they didn't match the values of transparency and accountability. It wasn't clear how the sign-up process worked and that people could only attend one. There didn't seem to be a preference for residents vs. outsiders, which I expected. I was surprised that police were observing or participating in the small group conversations, and it didn't seem clear if they were always identifying themselves as such or not. I've heard several stories of backlash in Antioch, so this

didn't feel totally safe and likely to get honest answers. When Frank raised that question in the chat, it was immediately silenced but then not even mentioned by any of the facilitators, even though he didn't violate any of the guidelines. That was a huge red flag for me. I think that if the City of Antioch and APD wants to really know what people think, they need to create an anonymous survey and make sure the responses match the demographic makeup - all neighborhoods, Latinx and Black residents, low-income residents of all races, Spanish speakers, etc.

- It was ran very well-- with the exception of one of the moderators not knowing how to use ZOOM resulting in participates with virtual hands up and only one person dominating the time.
- I enjoyed the positive approach to this complicated issue.
- I feel like we needed more time. We ran out of time in breakout room.
- It was very interesting. We had one gentleman who seemed to have a lot of knowledge about what is already happening in Antioch was very helpful.

Ratings of 3

- I feel it was organized and executed well but lacked deep discussion on topics and seemed more like an in person survey with short surface level discussion.
- It seemed one or more of the facilitators of the session had biases and preconceived notions on the topic of police oversight. I spoke to several of my friends who also either participated or watched the session and they felt the same.
- I feel like the recap of our break out meeting was more about what you expected us to say then what was actually said.
- Felt a bit scripted in the intro and post group moderator although nice enough did not keep the group on task
- I feel this did very little to help "bridge the gap." Participants were free to express their ideas, but there was no opportunity for the officers (observers) to respond: I think it would have been helpful to hear from them, at least, to answer questions.
- I expected a more diverse selection of our population and more give and take discussion.

Ratings of 2:

- The moderator chosen for our break out group wasn't as clear on the goal of the group as i would have liked. Starting the race discussion on transparency and accountability left out the main idea of the discussion. It will be interesting to see what will be done with the information and input received.
- The initial presentation had a lot of claims w/o proper citations. Evidence based practice requires a certain degree of rigid that I felt was missing. I felt BWC were a favored policy and pushed by CNA w/o the proper literature/research support.
- The questions in the session were unclear and the effort was clearly pushing a particular answer or agenda that is not a fit for Antioch. The moderators do not seem to know anything about the local situation and they are not from here. Therefore, the session did not reflect the actual concerns in Antioch. Things that have been issues in other big cities and that are promoted by a few loud local activists do not make the issues of interest here.

Post-Event Survey Responses

Bridging the Gap Session 1 – January 19, 2021

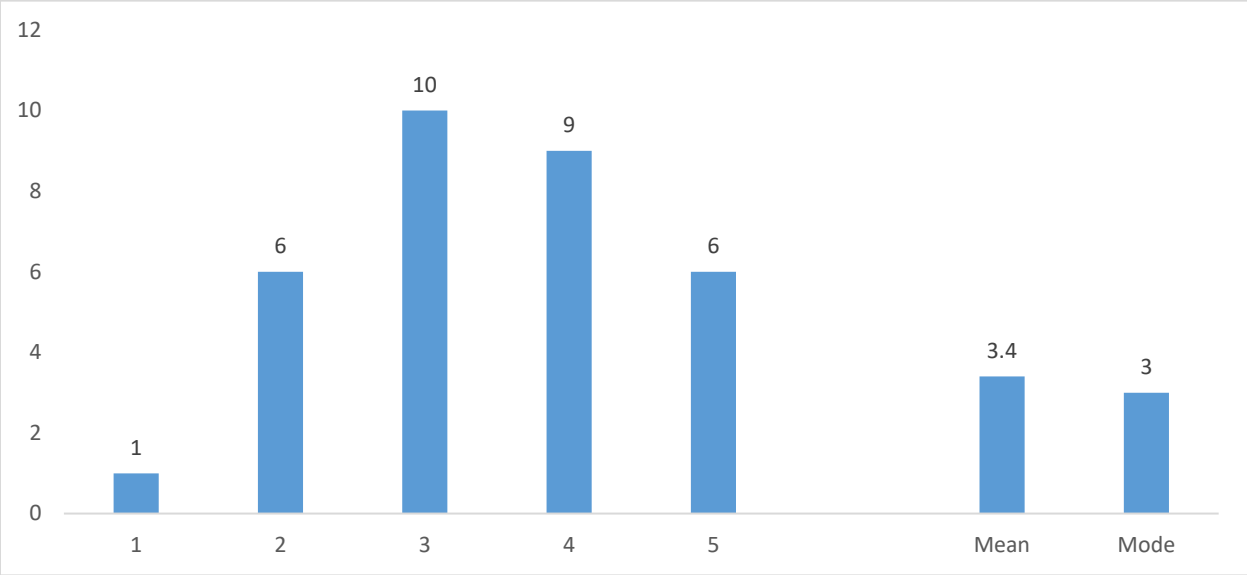
- It's is very difficult to stand by silent when there are legitimate questions being posed for which I have an answer or additional information and cannot provide it. I find it hard to have a legitimate bridging the gap discussion when you don't have an actual conversation with primary stakeholders involved. There were legitimate opportunities during this session to share information, educate the public, and to improve understanding that were missed In my opinion this is counterintuitive to what this is proposing to accomplish.
- Although the breakout format was a standardized method used to initiate discussion, it was too restrictive due to time constraints and too limited for deeper conversation relating to racial justice, social justice. Also, I thought the whole purpose of the these discussions was to reach a better and deeper understanding about policing and its adverse impact it has had on the black community, which was brought into light stemming from the murder of George Floyd. In my opinion and based on my experience, the topics relating to civilian oversight, police accountability and police transparency did not address the main issues of systemic racism, police brutality, social justice, race relations and the complexities of police-community relations. Additionally, the session (Civilian Oversight, Police Accountability and Transparency) would have been more beneficial if the police and council-members would have actively participated instead of sitting on the sidelines as observers. If the goal was to increase understanding via discussion then everyone (public, police and politicians) should participate. Having a discussion with civilians only is counter productive and ineffective in reaching our goal.
- Before we had any discussion about the problems we went right into predetermined solutions, such as body armor and oversight committees. There was no discussion during the ""discussion"" session. Participants were only allowed to answer questions that kept the focus on whether APD is transparent, do we want body cameras and do we want an oversight committee. But, there was no discussion about what the problems are so how did we determine that these things are the solution? And further, who decided those were the solutions? After seven months of planning, this process didn't feel transparent. Many people were confused about how to participate and what would happen during the ""discussions."" All of this could have been explained to everyone (posted on the City website) prior to the first meeting. Why were police allowed to sit in observance of each discussion? It’s not only insensitive but disrespectful to people that have been truamatized by the police. Having police there as observers was a statement that there is nothing to fear from the police which is a denyal of people’s experience and trauma. Why weren’t we told in advance there would be observers? Why did we only get a “resource list” after being accepted to participate? Why wouldn’t everyone get to see the reading list? Speaking of the resource list, why were those chosen? Three of the four readings were based on information from law enforcement and prosecutors. Why were there no readings from civil rights sources and no readings from people of color and anti-racist activists? Why were there no readings about systemic racism and the racist history of policing? We were told the goal of this event was, “increasing understanding on how to address racial injustice and improve police-community relations.” In my opinion, we didn’t do that. In what way did we “increase our understanding of how to address racial injustice?” We just listened to some people say yes we need more transparency and some people say we have enough transparency. It just became more of the same back and forth of, “I

love the police and you hate police." It felt like a glorified survey. The format didn't allow for the participants to listen to and learn from each other. We didn't delve into the reasons people are digging in and fighting for their side. Where is the acknowledgement that racism exists? Where was the discussion that being against racism doesn't make you against white people? Where was the discussion about listening to people when they say they have a problem? If we don't figure out how to talk about the problems and listen to each other we will not be able to resolve the problems.

Ratings of 1:

- The whole process felt rushed. An hour and half is quite frankly not enough time to introduce the reason for the discussion, facilitate break out groups and then report back on some sort of meaningful consensus. While the majority of my break out group was overwhelmingly supportive of the Antioch Police Department, I'm fully expecting a final report that claims to have identified major community distrust of the police department and recommend major reforms of the police department. This would certainly be in line with a national narrative in the same vein.
- I understand the City decided to hire an outside consultant and this discussion has to appear "unbiased", but sticking to really narrow questions and solutions is not a conversation and did not appear to promote learning between low-income residents who are overpoliced and residents who are not traditionally impacted by the police and criminal justice system.

2. How would you rate the quality of the information provided before the small group discussion?



2b. …If you would like to tell us more about your answer...

Ratings of 5:

- I felt that was very helpful. I wish they could send us a copy of that information to go with all the resources we were given before the meeting.
- Informative and thoughtful.
- Information was unbiased.

Ratings of 4:

- I liked the materials. I would like to see it referenced more into the presentation and discussions.
- There was more than I could reasonably consume beforehand. Then, it did not seem to inform most of what I experienced last night. Would be useful for city leaders.
- mostly good info, maybe could have added some more devil's advocate stuff about the downsides of body cameras or and information about how Antioch's policies compare to other departments
- I think it would have been helpful to have a little more context about why the city is holding these conversations.
- I thought the information provided was very informative. It did provide a jumpoff point to do more research into where we could could get resources to help solve issues that we may be having in our Department.

Ratings of 3:

Post-Event Survey Responses

Bridging the Gap Session 1 – January 19, 2021

- There was a lot a reading material but it was hard to put that material into context during the overall discussion.
- The questions were pertinent. In our group there were some that dominated the group. Racial demographics did not match the make up of the city.
- I feel like the ground rules were explained well and adhered to.
- I rate the quality of the information as good. The Frontline news article on civilian oversight provided a snapshot perspective relating to the difficulties, pros and cons of establishing a civilian oversight. However, civilian oversight boards are designed to create an administrative investigatory mechanism to facilitate the civilian police complaint process. Based on my experience, civilian oversight boards are ill equipped to address the issues of police brutality and systemic racism. The primary reason why civilian oversight boards are not effective in dealing with such societal racial issues is because such boards are not structured in that capacity. The premise is that all civilian police complaints relating to racism should be investigated, but not all civilian police complaints are about racism. As it relates to the racial disparities, inequality and unjust treatment that African Americans have been historically subjected too, the Frontline documentary "Policing The Police" and President Obama's "21st Century Policing" Report relating to police reform were excellent resources information. The documentary and report were beneficial in beginning to understand the issues of systemic racism, police brutality, social justice, racial disparities and the decline of police relations in the African American community. Before the Antioch community-at-large begin to discuss other topic like civilian oversight, police accountability and departmental transparency, it must first discuss and understand both the history of policing in America as it relates to African Americans, and why there is an inherent mistrust of police by African Americans. More information relating to the origin of policing, police brutality and racism should be provided to the participants in all the sessions. This will provide greater insight to the primary issues affecting the adverse impact of policing in the African American communities and the angst African Americans experience when encountering the police.
- I feel there was some good information in there. Some got buried in technicalities that could be heard later in a more refined session. There was no local information of the police department we are reforming. There should have been local information about Antioch police. There is a long DOCUMENTED history of corruption, violence, racial profiling and even convicted and imprisoned officers There was no mention of the people killed by the police or the numerous lawsuits complaints and settlements, thus laying out the reasons and desperate need for reform and over site.
- Info provided was old and and mostly relevant to a much larger population
- I felt the information was very specific to the national narrative and not specific to our city, region, or county. The was no comparison to the issues and to what is happening locally.
- The information provided was dated; there have been new resources since 2015 & 2016 and I felt the information presented leaned towards a particular preferred outcome.
- Some of the articles were old and biased emailed ahead of time. During the Zoom-- the information was pretty good.
- I was not able to log in until the breakout rooms so I missed the discussion.

Post-Event Survey Responses

Bridging the Gap Session 1 – January 19, 2021

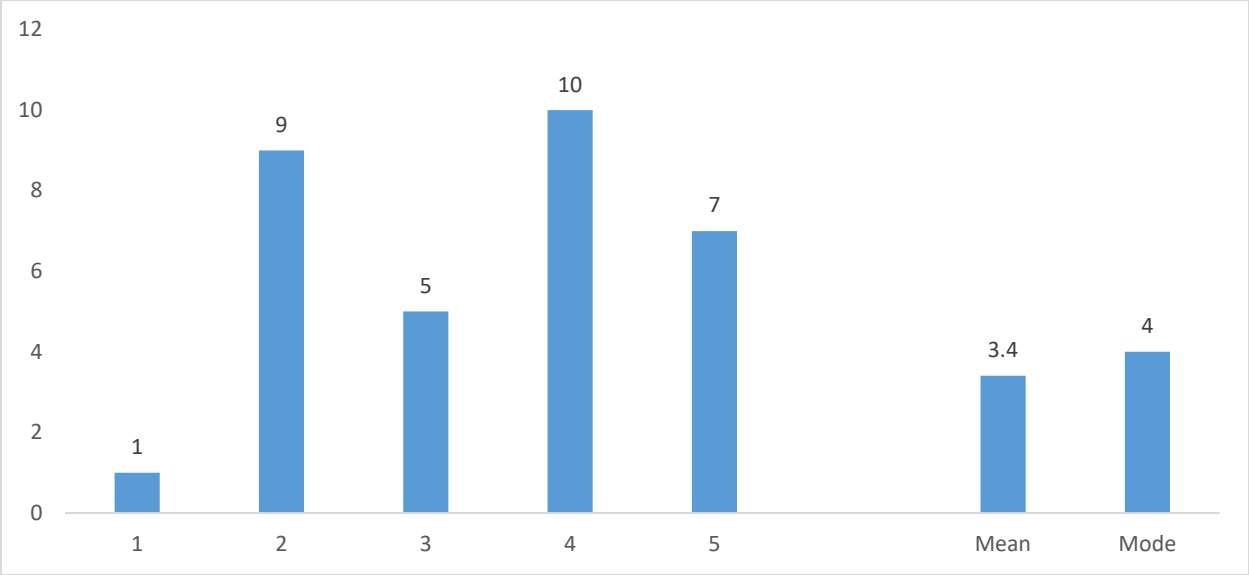
Ratings of 2:

- I would have liked to know more about the actual problems in Antioch. How does race play a part in policing and the larger justice system that they serve? We could have been given stats on police stops, arrests, physical altercations, and how race plays into those situations. We could have been given information about how police spend their time. For example, what percentage of police activity involves mental health issues, homeless issues and student discipline? How many complaints are made about APD, what are the complaints about and how are those complaints handled? Is crime up or down in Antioch? What kind of crime? What are the strategies to deal with those problems. How are police dealing with homeless encampments given the spread of covid-19 and the instructions not to make them move? How do they handle discipline for police misconduct? How do the police treat officers that have had conduct issues in other jurisdictions and apply to work in Antioch? How many people have died in contact with the police department? How many lawsuits have been filed against APD, how many were awarded settlements and how much money has been paid out? What does APD propose as a way to "bridge the gap"? Does APD recognise implicit bias and/or institutional racism? If so, how do they plan to deal with it? Has the City of Antioch looked into a 24/7 mental health response team? I think all of this information should be made available to everyone in Antioch. These discussions (75 people) are very limited given the number of people that have spoken out since the George Floyd murder back in May.
- The information came across as biased and overly broad. I would have liked the information to be more specific to Antioch.
- Concepts like transparency in policing, body worn cameras, and civilian oversight are extraordinarily complicated. A few articles/reports provided in advance along with a 15 minute overview at the beginning of the session did little to help truly educate the layperson about these topics.
- I'm very concerned that information went over a number of attendees head, most were not aware or understand systemic oppression. Historically why we have police or how they were formed.
- I think the facilitator did the best she could to set the groups up for their eventual break out sessions. The material emailed leading up to this was heavily biased against the police department and law enforcement in general. It simply helped to perpetuate a narrative that a problem exists in the Antioch Police Department concerning accountability, community relations and transparency that needs rectifying.

Ratings of 1:

- If the discussion is about police in APD, then were was the information and the facts regarding APD? Has APD been a problem, and if so, then where are the facts on this. Just because someone makes a claim, it does not make it so! The information provided in advance did not mention about crime or victims, just cameras and oversight and how bad police are in general (which is not true).

3. **How would you rate the quality of the small group discussion?**



3b. …If you would like to tell us more about your answer...

Ratings of 5:

- I liked the interaction and the direction the proctor provided. It was genuine, what I didn't like was the lack of interaction from the observers. I have taken part in similar discussions across the region and within this county and never have I been in a group, where we are trying to improve the relationship between us and the city and they cannot participate. This is not "Bridging the Gap" this is limiting the information to us, and excluding a key component in improving out relationships. What's the point ?
- i was impressed. a good discussion, and efficient use of 45 minutes.
- I summation I would say we all agreed on everything except one topic. And that topic I believe with more clear information and less tainted information having been provided to the one participant, I believe that she would have been able to see our point of view.
- Very civil and constructive. Again we'll organized
- Participants were free to share ideas.

Ratings of 4:

- Though there were a couple of dominant voices in the group, overall I felt everyone that wanted to speak was allowed to do so.
- The small groups were well moderated; everyone was given the opportunity to provide feedback. Opinions were shared openly and although there were opposing opinions, all were respected. There were some in our group not comfortable with City Council and a police officer observing however I personally felt it did not impact my opinions or feedback whatsoever.
- I spoke up but not everyone did. I wish we had more time so everyone could get more comfortable to share and discuss.

- It was the best part but we barely got going. Needed more. I did not feel our report was very inclusive of varying view points. We are already working on solutions without identifying the problems.
- Monique was my facilitator and did a very good job.
- Everyone was given ample time to contribute to the discussion in a positive manor.
- But only about 6 people is out group talked, two said nothing. So if we had 8 people is our breakout and there were 5 groups that meant about 40 people participated. Where were the 75 people?
- It was good except for one person who immediately criticized the group as there not be enough difference. She was relatively new to town. I felt instead of her being objective , she was already on the negative side.

Ratings of 3:

- Overall this was not bad. Although the facilitator allowed 1-2 members of the group to dominate the discussion and did not seek input from everyone. That being said, the participants did a good job of being civil with each other even with opposing views.
- We have a lot of work to do as a community, some still want to play the blame game and defend the police. It was interesting to me because the facilitator never said the police did anything wrong, the question was about bodycam and vehicle camera use. A segment of people did not read or research the provided links to very valuable information.
- It was ok . It was moderated well although the moderator was not familiar with Zoom meeting and controls. That did not hamper us much as most people were more familiar and even helped navigate and facilitate. As far as the okay discussion. Speaking personally as a survivor of police violence and recipient of a settlement. Also as an activist that has been on the streets of Antioch and in city Council meetings speaking out since 2009 . I feel I wasn't provided ample time to share my personal experiences dealing with what I call dirty cops. No discussion of the COURT DOCUMENTS that Chronicle the falsification of evidence. The destruction of evidence. The withholding of evidence. No discussion about what the courts found and why my case was dismissed and all charges dropped Also, although I appreciate and feel the need for other citizens to hear my story and other stories of violence and crimes committed by police, I feel there was a lack of audience of city Council members to hear these truths if they were allowed time to be shared. Again these stories highlight the need for reform and oversight. The stories of survivors and families who have lost loved one are not stories shared on Antioch Police social media. Therefore the remain unheard. Also, I feel this was supposed to be a discussion on police reform and transparency and accountability and the need for it in Antioch. And although the organizers did there best to make it fair for all citizens. It was clear that many people came and were allowed in not to discuss reform and oversight but rather the reasons we didn't need it. I didn't feel this was time to debate but rather discuss why we need reform , oversight and accountability. And again. The lack of source material about the APD their crimes and history as well as the lack of survivors and families stories left the pro police people without needed information.

- My moderator not knowing how to use ZOOM resulting in participates with virtual hands up being ignored and only one person dominating the time.
- There was one person who kept talking about the same thing over and over so it was hard to get a good discussion going and the facilitator did not do the best job of moving him on so we spent way too much time with his issue

Ratings of 2:

- The participants were polite. There simply was not enough time to have any meaningful dialogue about 4 or 5 significant questions concerning the topics at hand. We were forced to move to the next question very quickly in the "interest of time." Several of the participants had very basic questions about Antioch police procedures and policies that I could have easily answered or shed light on if I had simply been allowed to speak as an actual participant. It's unrealistic to think that roughly 40 citizens, given about 45 minutes to discuss a number of significant topics concerning police/community relations will truly provide solid direction to Council. This process simply had not enough time, was too broad and seems to be simply fitting a political agenda.
- Again, the questions in the small group were vague and unclear. Why were we there? what was the issue? BUT, then the moderator provided a summary back to the larger group that was not consistent with the discussion. Our group did not support oversight, but the moderator suggested otherwise. Cameras were discussed and people were open to hearing more about it, but the groups did not jump to instant support, just open minds awaiting the facts and costs.
- I felt like it was more of a survey to see who was for or against a particular thing and not a discussion to figure out our problems. I personally don't know how to facilitate a discussion to find out what the problems are and how people have felt they were treated unfairly and how we can come together to solve those problems, but I was hoping your organization could do that. It's not over so, I hope you are able to get that started. Also, with the technology available, I don't understand why we couldn't include many more people. As many as would want to participate.
- I think the participants in our group did their best to offer their ideas concerning these topics. Unfortunately, the format of the "small group discussion" did not allow for any true dialog between the citizens and the police. This was a great opportunity wasted.
- The goal of the first session on accountability and transparency wasn't clear. We all had different definitions of what transparency was and how to apply it within the context of Police. We were also told that we could only participate in one group. I would have preferred to be a part of at least 2 groups instead of one to get a better understanding of the the goal.
- Participants enrolled in this event to not only provide perspective but I believe to also educate themselves to an extent though conversation. It's is very difficult to stand by silent when there are legitimate questions being posed for which I have an answer or additional information and cannot provide it. I find it hard to have a legitimate bridging the gap discussion when you don't have an actual conversation with primary stakeholders involved. There were legitimate opportunities during this session to share information and perspective, educate the public, and

to improve understanding that were missed In my opinion this is counterintuitive to what this is proposing to accomplish.

- Based on my experience and knowledge, the small discussion unfortunately was ineffective because it was both too one-sided and restricted. From my perspective as a black man, I felt that the discussion did not explore the complexities surrounding policing from a historical perspective in cultivating a deeper understanding of why 1) there exists a police distrust between the black community and the police, and 2) the cause and effect of police distrust. Although the concept of civilian oversight, police accountability and transparency are good topics to discuss in general, these topics have limited significance to the pressing issues of systemic racism in law enforcement and police brutality against black people like George Floyd and, more specifically, the mistreatment of black people. The latter topics (ie. systemic racism) should have been discussed in the group discussion, especially as it relates to developing a better and deeper understanding about social justice , racial injustice and police-community relations. Policing is divided into two concepts: 1) organizational structure, which encompasses the 4 models of civilian oversight, police accountability and transparency, which are reflective of a police department's policies, procedures and protocols; and 2) Police Behavior, which encompasses the mindset of police officers, especially white police officers who may have an adverse racial bias against black people. Additionally, the small discussion also should have allowed the participants to discuss the "double standards" of policing as it relates to why are white citizens (ie, Capitol Insurrection) are treated differently than black people (ie, George Floyd Protests) by the police. I also have the following 3 questions: 1) Why didn't the police officers and council members participate in the small group discussion? 2) who and how were the participants selected? 3) Who decided on selecting the topics for discussions? If the purpose was to initiate community discussion, I think a larger and more diverse group discussions addressing, for example social justice and systemic racism, etc, will increase participants overall understanding.
- Moderator did little to prevent long rants and keep group on task
- Some of the participants of my group were off topic

Ratings of 1:

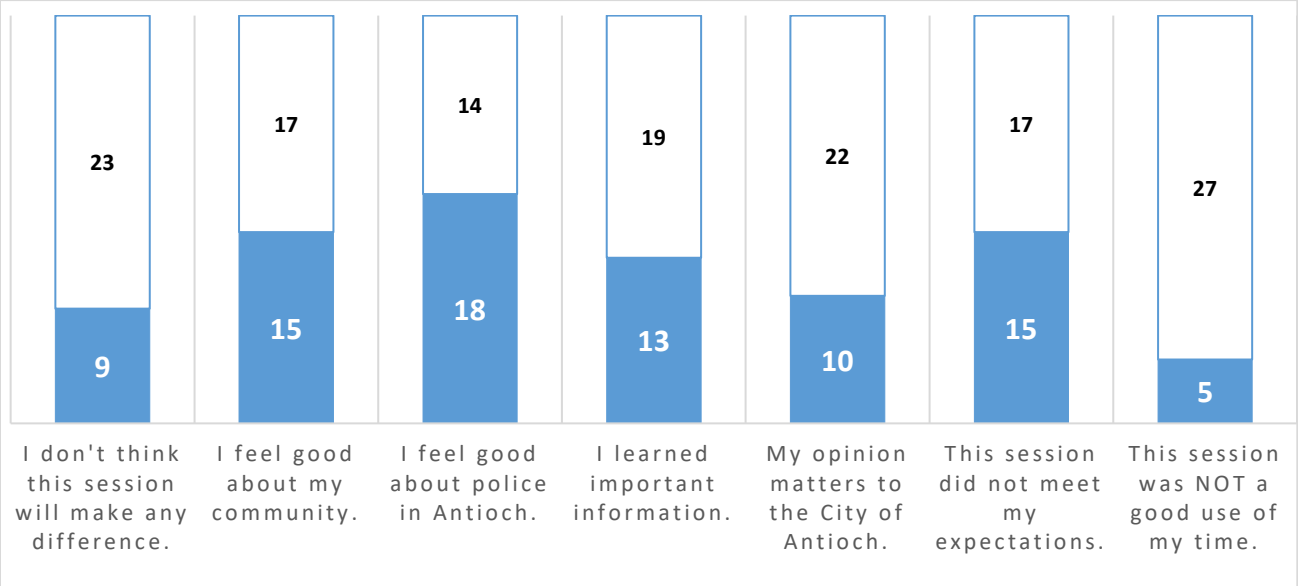
- The session was organized and Monique was an excellent moderator. I do have a problem with the format and the questions. Antioch is diverse and the majority of residents are in favor of police reform based on the recent City Council election results. The forum was exclusive to English speakers which is limiting. Also having law enforcement observing the break-out conversation can create censorship. I was not as candid with my criticism, for example.

Post-Event Survey Responses

Bridging the Gap Session 1 – January 19, 2021

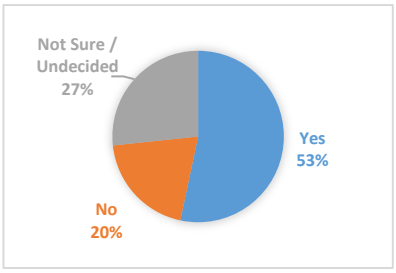
4. After attending this session, which of these statements do you agree with (select all that apply)?

Blue columns represent the number of respondents who indicated agreement with the statement. White columns are the number of respondents who did not agree with the statement.

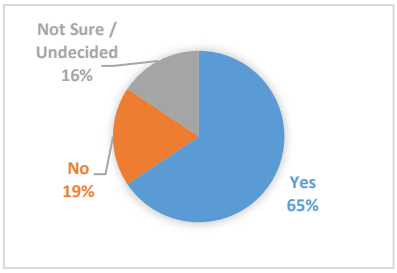


5. Would you like to see Antioch hold more sessions like this one?

Yes	16	53.3%
No	6	20.0%
Not Sure / Undecided	8	26.7%



6. Would you encourage others in your community to attend sessions like this one?



Yes	21	65.6%
No	6	18.8%
Not Sure / Undecided	5	15.6%

7. What did you like most about this session?

- I liked the group being able to have a structured discussion about issues in this country, but also how those issues affect us in our City.
- They variety of participants
- the opportunity to ask question and open discussion- I would like to see the data on race dis-aggregated for example question 12 ask about race- Black African American is often interchanged with People of Color and is a not the same. George Floyd was mention quite a bit in our group. he was a black man who's family descended from sharecroppers and slaves in this country but is often described as Person of Color which flattens blackness. Every other group is allowed to claim their identity and lineage. POC is a throw away term because nobody identifies or is identified that way: Africans ie Ghanian Americans or Black Americans we are American Descendants of Slavery or ADOS- we're trying to fix and discuss race without talking about race.
- Small groups so more comfortable talking. However having a policeman on the call I believe kept some residents quiet and not wanting to complain.
- I liked the sharing of opinions and people's perspectives based on their backgrounds, biases and previous interactions with APD. I also liked the fact that comments were turned off when we reconvened in the general session when they started to become pointed and unnecessary.
- That as weak as it was. An attempt was made.
- The opportunity for my voice to be heard. I do not necessarily need agreement; however the voice of the entire community of Antioch needs to be heard. Currently, I feel that is not occurring on the entire community of Antioch.
- That people from Antioch took the time to participate as a community
- It appeared to have a good cross section of residents with opposing opinions.
- The participants were respectful of each other, even when expressing differing opinions.
- The small group format. But I think some people wanted a different dialogue. Your mediator did a good job of keeping us on topic. But I think we were hoping the bridging the gap meeting would have more about bridging the racial divide.
- The small group discussion was much better than I expected. It wasn't just people who had a bone to pick with the police. It was a mix of support and bad experiences from the past.
- i thought it was very collaborative and interesting to hear others POV
- small group discussions were very well moderated. synthesis of my own session by the moderator was accurate.
- It was a step in the right direction
- I'm glad the city is facing the issue and having conversations.
- I felt better that it seemed the Antioch Community supported APD and especially Tammany Brooks. It felt good to say in public that if anyone needs to ""bridge the gap"" it is some members of our City Council. For example

  1. District 1 Council Member being truthful and transparent regarding her adult sons running from police as witnessed on his own social media. She is wasting our tax payer dollars with a special investigation, when she should just tell the truth.

2. There is no transparency and no ""leadership that listens"" when the Mayor has several Antiochians blocked on social media. How is that bridging the gap between Community and City Council?

3. My own District 3 Council woman also has me blocked and refuses to answer any emails. My emails are from a concerned citizen, and are not filled with profanity.

So I would like to add another session on how the CITY COUNCIL can BRIDGE THE GAP. That is who needs to hear some feedback-- desperately.

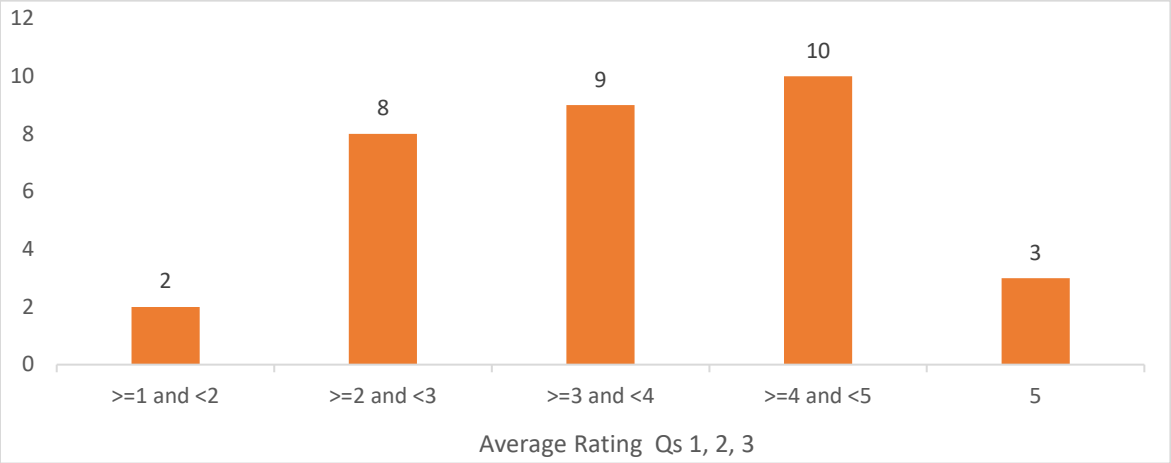
- Learning the various opinions and perspectives of members of the community. The ability to gain a better understanding of how community members are coming to their conclusions about the police department.
- Hearing from the great people who live and work in Antioch.
- That we are FINALLY doing something to address issues that came to a boil nearly eight months ago.
- I enjoyed the fact it allowed a wide array of citizens, City Staff and Police Department personnel to participate in an open forum. This needs to be done more often.
- Discussing the topic of police transparency with other people from Antioch in a structured, civil environment
- It was a first step to hopefully creating trust, transparency, and accountability and building a partnership between police and our community. Together, we can achieve great things! I also liked seeing our police chief participate. Also, everyone was in favor of dash cams and body cams.
- I liked hearing what others think. No one seemed afraid of speaking their mind. I think it was worthwhile.
- It was clearly organized, professional, and well-funded.
- I did not like this session because it did not relate to the underlying issues like social justice, racial injustice, systemic racism in law enforcement and the decline and mistrust in police-community (African American communities). Generally speaking, civilian oversight, police accountability and transparency are generically and specifically police organizations issues that should be discussion in a different forum where police rank and file, especially the Chief of Police can engage the community in dialogue regarding how to improve both police performance and community trust of all citizens alike.
- I like the idea of getting together with people in our community.
- Openness.
- That the citizens of Antioch feel the same way i do, which is police are fine. The city council needs to make amends for their hypocrisy
- It was pro police

8. What did you like least about this session?

- The lack of participation from our city representatives, we had department heads who could provide clarity and direction and they weren't able too. Again, what's the point of having a "Bridging the Gap" session if we are continually divided.
- Too little time in breakout
- That we're only allowed to participate in one session. Overall it was a good start.
- Need more representation from the younger crowd and people in poorer areas who have had experience with the police directly- both positive and negative.
- Nothing struck me as off about this session
- I wish the sampling of participants could've been more purposive from the most marginalized neighborhoods in Antioch.
- The lack of information and stories that would present the case for needed reform, oversight and accountability. There is an abundance of documents, newspaper articles, court filings and survivors and families stories that would present clearly in my opinion these needs.
- Historical information on Antioch's cultural/ethnic makeup tied to why we are here having this conversation regarding Bridging the Gap. Some on the call were clueless there is even a Gap to Bridge. They want to go back in time prior to 1980/1990's when Antioch was a prosperous blue collar town; before the factories closed and jobs left.
- That the meeting agenda was pre-determined and driven by "out-of-town" folks who assumed incorrectly that they somehow know what is happening in Antioch. The meeting organizers clearly want the group to support an oversight Board and Cameras, so they manipulate the session in this direction.
- Aside from the apparent biased agenda regarding the topic of civilian oversight, the most troubling aspect was not allowing the police officers present to talk during the session. Again, in speaking with my friends who participated, I know more than one breakout group (mine included) had questions of the police representatives that several of us would have appreciated getting an answer for. It was frustrating to see conversations continue with questions and inaccurate information being passed around when, if the officers were allowed to speak, it could have resolved any misunderstanding and truly educated those in the room.
- I felt it was biased against the police department going in, provided anti-law enforcement material leading up to the event, the breakout session questions were framed as if there were existing problems in police/community relations, there wasn't enough time for deep, thoughtful discussions, and the police representatives were forbidden from participating in the actual discussion.
- Not enough people participated. Only 8 people in my group.
- I would have liked to get input from the police officer that was observing our small group.
- That one person dominated our session which was exhausting
- the 75 person limit is understandable, and why the breakout groups were so well done, but still a limited slice of the city. having cops and city officials listening silently was kind of creepy.
- Most came into session divided as a community with preconceived opinions and did not seem willing for compromise

- See above - not a transparent process, hard to be honest in a conversation with so many city observers and especially APD.
- My moderator was technology challenged
- The inability to hear law enforcement perspective(s) to provide relevant information and to address questions posed by other participants and potentially clear up any possible misconceptions.
- Not hearing from our police officers on these important topics.
- It was too formulaic, cut and dried, business-like. Of course, it was designed to prevent angry and emotional outbreaks. But somehow it feels we began with solutions instead of identifying problems.
- I really can't think of anything at this time.
- None
- As my social circle became more diverse and I began to understand that people have completely different experiences with police just because of their skin color, socioeconomic status, gender, and/or sexual orientation (even in "liberal" CA) my positions on police reform have changed. I didn't feel there was any room for this in the discussion. I didn't feel confident that the people in the room who would best contribute to this discussion were allowed in, or it was safe for them to participate. If we can't be honest that Black people especially receive unfair treatment by police and the criminal justice system, everywhere in the U.S. including Antioch, I'm not confident that we can arrive at an equitable solution. I think this should have been discussed more before we dived into solutions
- 1-There was no data/stats shared re: APD use of force, lethal use of force, complaints, lawsuits paid out, etc. or data re: APD community engagement. It would be helpful to have this data so real discussion could take place and identification of needs/concerns and action plan. 2-The time was limited and that we can only attend 1 session. I wish we could have more of a work study group where members work together for a few months on a task/goal and report out.
- It was too short. It could have used another half hour. I also felt the moderator did not completely represent what the group said. As I was listening to the report at the end I wondered where some of the thoughts came from. It was as if she put her own opinions into them.
- I did not like the topic and the format because it did not meet my expectations in “Bridging The Gap” between the police and the community, especially the black community. The session did not promote a better and deeper understanding of social justice, racial injustice, systemic racism and the adverse and psychological cause and effect that police brutality has on the black community in general and black males specifically.
- That we didn’t have an actual discussion to determine the problems and solutions in regard to police in our community. The problems were assumed and the solutions were predetermined.
- That folks were bashing police

9. Do you have any final thoughts you would like to share about police-community relations in Antioch?



Average rating (Qs 1-3) =5:

- Thank you for hosting this event. I look forward to future events on similar topics
- I think we need our police

Average rating (Qs 1-3) >=4 and <5:

- We need both body cams and dash cams. We also need some sort of outside committee as discussed.
- Bad experiences in the past do not define the current status of the APD. I would be interested in data showing the level of complaints over time and police performance over time.
- My dream would be for the City of Antioch and APD to be honest about the history of policing in our country and in Antioch, the connections to patrols to capture formerly enslaved people, the connections to the KKK which was very active in Antioch at least through the 1970s. The wounds cannot heal if they don't get fresh air. The city needs to listen to Black residents in particular and share their stories, and apologize for the mistakes of the past before trust can be rebuilt and the community can move forward together.
- I think we have a good Police Department with a Chief that makes Community Policing a priority. Right now it's hard because of COVID we don't have community events. Chief Brooks is an excellent communicator and very approachable. If a resident has concerns about the Police, I believe APD does a good job addressing those concerns, and is working hard to resolve problems within the community. I would like all the Officers to know they are appreciated.
- The biggest disparity in Antioch has to do with Meloni. I think the chief needs to discuss why he hired him and address that he was found not guilty of the homeless mans death. What SF police found. But he has remained quiet and he remains a difficult aspect of our community.
- Police-Community relations means both interacting together to create trust, transparency, and understanding. This felt one sided with a provided narrative and no opportunity to create clarification or demonstrate transparency.

- In my experience I think that Antioch does NOT have the extensive problems that this project implies. Several years ago the voters voted in great numbers for more police officers. I think this message is being lost in the current leadership. I think there are many secret agendas that are not reflective with this project. We have an outstanding police department that is beginning to " get a bad rap." I'm hoping the " Bridging the Gap" project will not cause unnecessary problems for our city.
- still need to hear more from the community most impacted by both crime and police policy, instead of a lot of people who don't interact with the police much at all. also, in addition to the specific racial session coming up, should have planned a session only for people 16-30 (the people most likely to interact w/ police)
- I personally believe that Chief Brooks and his Team have been doing a great job with Community Policing and Relations. I would only like to see them offer the Citizens Academy twice a year. Though I understand that 2020 was a bit out of the norm. I would also like to see them take up Citizens who are willing to Volunteer to be trained in Evaluating Officers in the performance of their jobs. I believe that would be an excellent opportunity for the Department and Citizens!

Average rating (Qs 1-3) >=3 and <4:

- The police should build relationships in all communities in Antioch, not just a selected few. Especially the marginalized impoverished ones, there is an opportunity to build relationships with the people that live in those communities; instead of fear and mistrust.
- This endeavor will probably be a waste of time and money. For the reasons I stated above I feel that these half hearted efforts will be in vain. I hope from this feedback, organizations like yourself and city Council will work to present a better picture of why reform is needed . Present that to the community and then have a more in depth discussion. None of the required advanced reading related to the needs for reform, oversight and accountability in Antioch. None presented the abundance evidence available that would have lead to a more focused discussion. Even this survey doesn't ask if I have had a violent or even negative encounter with police.
- APD is doing a fine job- Brooks listens and hears us and makes changes when appropriate.
- I think we should have more of an interest in the City Council and why they think we need to spend the money on these things, and why they are going to do to bridge the gap
- I think the current Chief of Police has done a good job of communicating with the community, the officers seem to respect him and he works hard to establish positive relationships.
- I hope we can work together as team, APD and the community. We are eager for transparency and positive relations. Our police union needs to be involved in discussions and plans.
- I am actually a supporter of our police and the current chief. But I know there are people with different experiences from mine. We can improve. But we need to hear from those with negative experiences. I feel discussions need to be led by BIPOC of Antioch, not hired consultants.
- Body cams

Average rating (Qs 1-3) >=2 and <3:

Post-Event Survey Responses

Bridging the Gap Session 1 – January 19, 2021

- Police reform is urgent to me and goes beyond individual confidence in Chief Brooks. I'm glad things have improved, but it's disappointing that there is so much misinformation and fear-mongering perpetuated about Independent Oversight Committees like Mayor Thorpe proposed last May.
- Many institutions that we relied on in the past have been dismantled. In the 1980's policies were put in place that crippled mental health services, affordable housing, substance abuse services and student support systems and police have been expected to fill that void. It's not fair to people that are in need to send police to solve something they have no ability to solve. To be honest, that is not fair to police either. Most people that talk about defunding the police or abolishing prisons are not saying there's no place for police, they are saying that in many instances people need services that go beyond what police have to offer. They advocate transferring money back to those institutions that can meet people's needs. Specifically, mental health service, affordable housing, and student support staff. Public safety doesn't just mean that police come when a crime is being committed, public safety is also that you have a place to live, health care when you need it and schools that are able to educated all the students. I would very much like to have a format for community members to hear each other and try to figure out what the problems are and together figure out the best solutions.
- I would love the opportunity for our officers and our citizens to truly sit down together and talk. There are a lot of issues going on nationally, at the state level, and locally. We have a great community, and I am confident we can work through these trials together if given the chance.
- There was some discussion on police training and I would like to know how police are trained to interact with blacks specifically? Often times we get white police officers who over police our community and don't know enough about black culture to interact with those they police.
- I sincerely struggle to see how one facilitates a legitimate discussion on police-community relations when the police are barred from being any part of the conversations. I believe it imparts upon and is likely perceived by participants that here is a lack of interest from law enforcement in Antioch to be involved and want to improve relations. It allows false or incomplete information to be proffered as truth and can lead to participants formulating inaccurate opinions about their law enforcement partners as an "us verses them" mentality opposed to "all in this together" view .
- In May 2020 in response to the George Floyd murder by Minneapolis Police Officer Derek Chauvin, Antioch citizens participated in numerous peaceful protests against police brutality and racial injustice. In order to address these issues, in June 2020 the Antioch City Council held a council meeting where citizens had an opportunity to submit questions relating to the George Floyd murder. During the meeting citizens expressed their concerns about police brutality and police police reform. At the time, Council member Lamar Thorpe attempted to create an Ad-hoc committee that would explore "The 8 Can't Wait" Campaign Zero police reform recommendations. Antioch Chief of Police was in opposition to the campaign, and eventually the council voted (3-2) voted the proposal down. After further public debate, it was suggested that the city council should have several public discussions that would increase a better and deeper understanding relating to social justice, racial injustice, race relations and police-community relations. Therefore, I thought the CNA discussions would, at the very least, create a

safe haven where Antioch citizens, council members and the police could meet and have a deep, thought provoking discussion surrounding stated issues. In my opinion, that did not occur. Based on my experience, police-community relations can only improve when the community trust the police and the police trust the community, especially the black community. Mutual respect and open communication are essential in cultivating police-community trust. Nevertheless, any attempt to achieve and build trust can be perilous and arduous, especially in today's climate. However, I am optimistically hopeful that Antioch citizens can start the painful discussion relating to policing if we are willing to sit down and listening to the pain and suffering of both a people and a community that have been fighting for its constitutional rights, equal treatment and justice. Make no mistake, when the public is demanding police reform, it is black people and brown people who are leading to way. My final thought is if we the people of Antioch can find both the will and courage to have honest, albeit difficult, discussions about race-relations, systemic racism, police brutality, social justice, police-community relations then we can start the healing process in improving police-community relations in general between the black community and the police.

- Keep session on task. Do not allow one sided rants to derail discussion. Maybe encourage more input on solutions rather then just simplify the topic into agree and disagree. People in my group had opinions on APD but little ideas on resolutions.
- I believe our police department is doing a job, and is not afraid to find ways to be better. I only hope politics and political agendas do not sidetrack or impede their progress.

Average rating (Qs 1-3) >=1 and <2:

- I think that Chief Brooks has been a leader in Bay Area Policing in his approach to police-community relations. He advocates outreach, transparency and accountability that are not simply lip service. He backs up those things with action and expects his employees to buy-in to a culture that is ALL about positive police-community relations. This bridging the gap process is political grandstanding by a mayor with an overt dislike of the police department and demonstrates that he will manipulate processes like this to attack the police department.
- APD has a very difficult job and they perform their very best on a daily basis. Our Chief is a very serious person who performs his job in the interest of all of the people of Antioch, and we are lucky to have him as our Chief. Few of us could even do the job that APD does in which they work with all of the problems that we have in Antioch in the most raw form. Most citizens appreciate the police because there is crime here and APD maintains a level of community safety. We have agreed to tax ourselves to pay for more APD! I am sure that APD is not perfect, but then no one is perfect. I do know that APD tries to do their best and that they do listen to community input. The bottom line is that crime can not be excused and permitted to be committed by some people in an inconsistent manner. People who live or associate with others who do crime should not be surprised to see the APD as a result of the crime. Complaining about how APD responds to actual crime in our community by people who are associated with the crime must be separated from actual legitimate complaints about policing in Antioch.

Post-Event Survey Responses

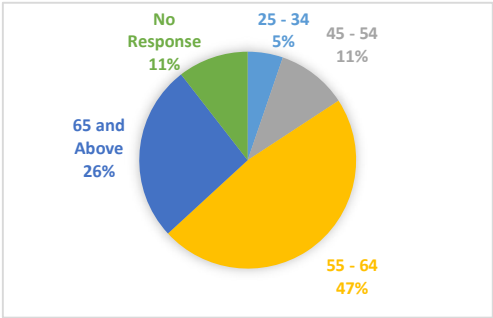
Bridging the Gap Session 2 – February 6, 2021

TOTAL SURVEY RESPONSES:	19 (of 36 participants[1]) – response rate = 53%

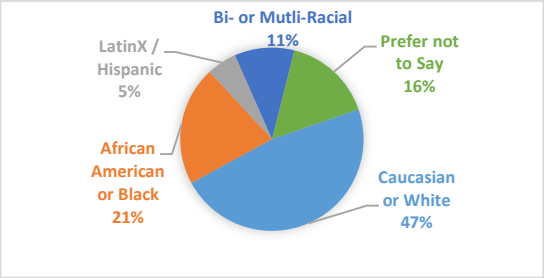
Demographics of Respondents

What is your age?

25 - 34	1	5.3%
35 - 44	0	0.0%
45 - 54	2	10.5%
55 - 64	9	47.4%
65 and Above	5	26.3%
No Response	2	10.5%



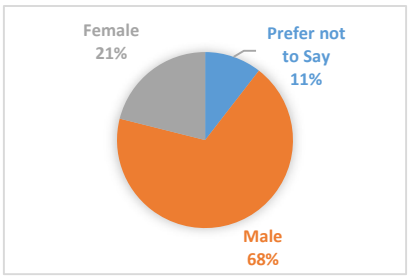
What is your racial / ethnic identity?



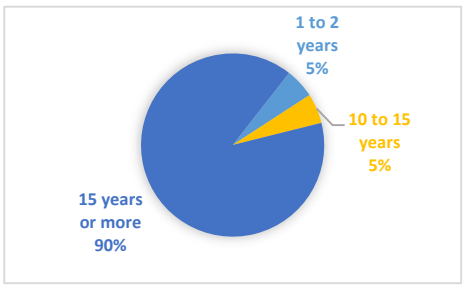
Caucasian or White	9	47.4%
African American or Black	4	21.1%
LatinX / Hispanic	1	5.3%
Native American	0	0.0%
Bi- or Mutli-Racial	2	10.5%
Prefer not to Say	3	15.8%

What is your gender identity?

Prefer not to Say	2	10.5%
Male	13	68.4%
Female	4	21.1%



How long have you lived or worked in Antioch?



1 to 2 years	1	5.3%
2 to 5 years	0	0.0%
5 to 10 years	0	0.0%
10 to 15 years	1	5.3%
15 years or more	17	89.5%

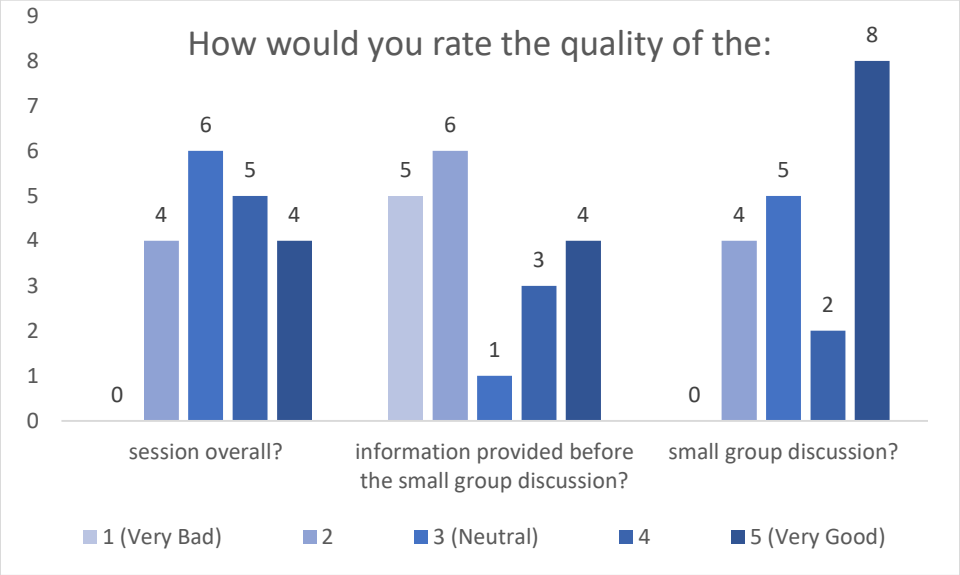
[1] Some of the respondents to this survey may have been observers rather than participants.

Post-Event Survey Responses

Bridging the Gap Session 2 – February 6, 2021

RESPONSES TO SURVEY QUESTIONS:

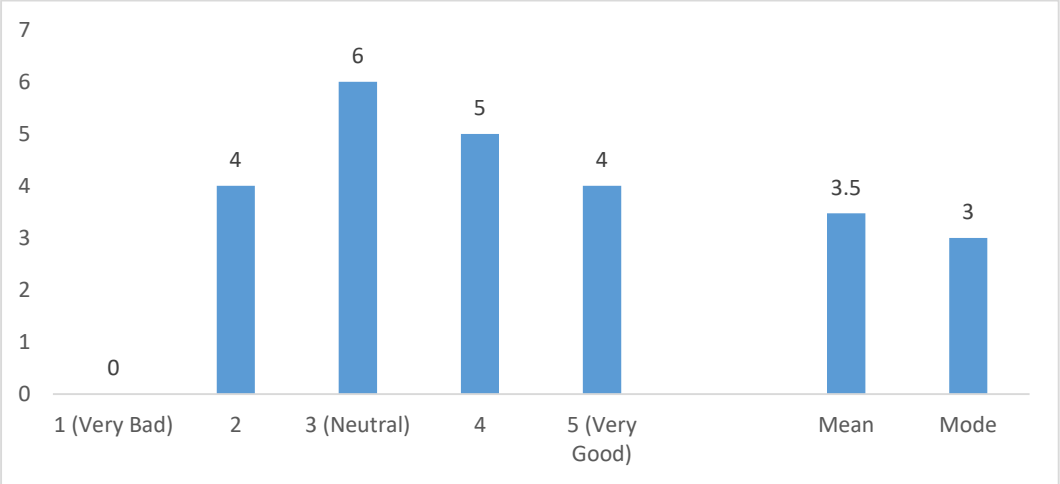
How would you rate the quality of the:	Very Bad 1	2	3	4	Very Good 5
session overall?	0	4	6	5	4
information provided before the small group discussion?	5	6	1	3	4
quality of the small group discussion?	0	4	5	2	8



Post-Event Survey Responses

Bridging the Gap Session 2 – February 6, 2021

1. **How would you rate the quality of this session overall?** (1 = Very Bad to 5 = Very Good)



1b. …If you would like to tell us more about your answer...

Ratings of 5:

- I felt the facilitator gave everyone an equal opportunity to speak, even trying to coax some to speak, that didn't say anything until the end. Which I agreed with 100%. Thank you again for the opportunity to participate.
- The protocols used provided equity of participation.
- The quality of this session was excellent. This session was well planned around the subject matter. The facilitator Stephen was brilliant. He provided clear definition of implicit and explicit bias in law enforcement. Great session overall.
- Well organized and facilitated.

Ratings of 4:

- Participation in our breakout group was very good. 6 people with very diverse backgrounds all were involved.
- More of these conversations need to happen
- Rate a 3.5. Needed to better direct the participants in the small group session to stay on topic and not mix in other issues.

Ratings of 3:

- Dog and Poney show for the Mayor's personal agenda. See # 8 & 9. I am sure that it won't take much to disregard my opinion after reading those comments.
- The same solutions are posted on several websites on the internet.
- A bias by CNA to impact the outcome of the discussion was evident throughout
- The information initially presented was from a national perspective not really local. While Antioch is not a utopia, and these issues are on the minds of residents due to the exposure of incidents on a national level, the discussion needs to revolve around Antioch specifically and what the issues are

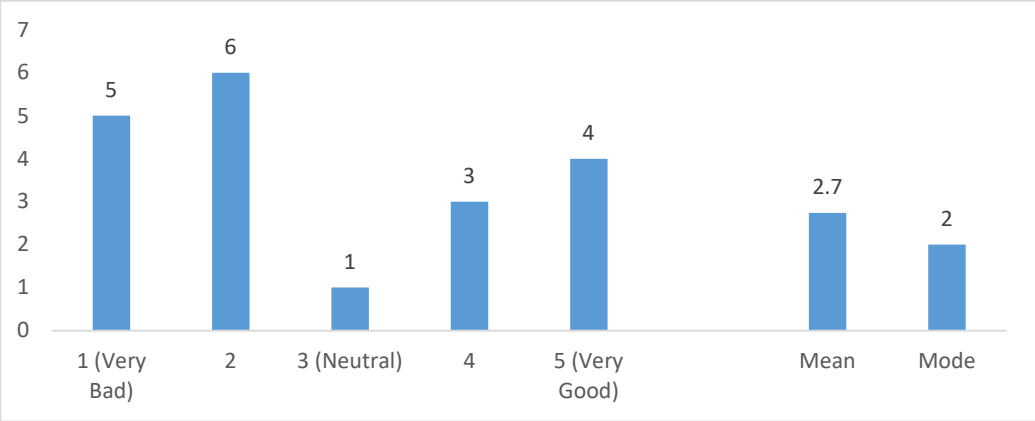
here if any and to what degree. It was frustrating to have both police and city officials observing the session but not being able to provide context and insight, even when asked for.

- As an older white man, but one who has tried to be an ally for Black people and other People of Color, I was surprised that the conversations had such aggressive racist overtones from other white people. The conversations devolved into statements like, "if only those Black kids didn't listen to that rap music so loud..." trying to cover a racist conscious or unconscious bias by focusing on behavior or culture. I am not sure that in the end we offered clear ideas that the city can act on, but I will continue to participate in future opportunities.
- I didn't really get a feel for how our own Police Department is doing. Although our department doesn't completely reflect the makeup of our community - it seems as though many of the people committing crimes in Antioch are from out of town; so I'm not sure the make up of our police force, headed by a biracial chief who does weekly staff trainings is too far off the mark. I like knowing how stops throughout the United States is affecting people of color; my foster brothers were victims of overt racial discrimination 50 years ago; so it was of particular interest to me to see that it may still be going on. I'm just not sure how deep seated it is in Antioch.

Ratings of 2:

- The "discussion" is highly directed toward a predetermined and narrow outcome to hammer the Antioch Police Department. The data presented is highly biased and then is misused by the facilitators to try and generate a particular set of answers from the participants.
- I think the moderators are doing an adequate job during the sessions. However, it appears that CNA and Mayor Thorpe are trying to push a political agenda that may not be relevant in Antioch.
- A major shortcoming of this session is the lack of data specific to the City of Antioch. Old news stories from other parts of this country are not a valuable context for the alleged purpose of these conversations. We were promised a discussion about issues affecting OUR community and so far we are not getting it.

2. How would you rate the quality of the information provided before the small group discussion? (1 = Very Bad to 5 = Very Good)



2b. …If you would like to tell us more about your answer...

Ratings of 5:

- The information was good for giving us a National perspective. It would have been nice to see that information broken down to our local levels, ie... County and cities.
- I am new to Antioch and appreciated the local data and opportunity to meet others who are committed to make a difference in the community.
- The information quality of the information provided before the small group was exceptional. The news articles, the Fair and Impartial Policing (FIP) information were extremely helpful in preparing for the small group discussion.
- Brief, but informative.

Ratings of 4:

- It was a good way to lay out the disparities, would have been helpful to see how Antioch compared to national or other larger data sets.

Ratings of 3:

- There are also many articles disputing police bias. These were not provided to us which may have mattered in our discussion.

Ratings of 2:

- One sided info.
- While the information was a bit insightful it wasn't specific to Antioch. This is a bridging the gap discussion regarding Antioch and it's police department not any other city/county/state. California law enforcement agencies tend of be on the cutting edge of training and policing strategies. A case study from another state can always provide some insight, educational opportunity, and understanding but this needed to be custom tailored to Antioch regarding the real or perceived

issues between the Antioch police department and its and the community they serve. Police departments vary widely in how they enforce laws and engage with their communities and to paint them all with a broad brush devalues the quality of a conversation that is supposed to be customer centric.

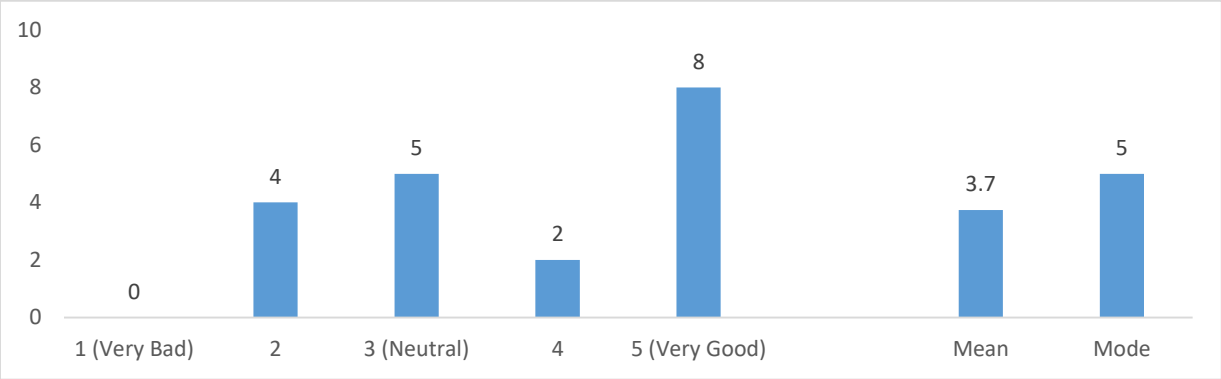
- I found it very interesting.
- Statistics were very old 2013-2018), vague, lacking detail, and not comparative of our area. All six members of our group were well versed in statistical analysis to some degree.
- Very general and not detailed enough to give a base for small group discussions.
- To me it seem very biased against police. It had examples from other departments and no specifics for Antioch PD. You were comparing others to a dept that you had no specific information for

Ratings of 1:

- As I mentioned, the information provided by CNA is highly biased and it is full of opinion. Then this information is presented as facts. Next it is applied to Antioch which is not part of the information set that was provided. When asked for detailed information about Antioch, the facilitators say that they have presented information about Antioch, but it is just the percentages of which officers are which race which does not tell us about department performance.
- "Your speaker provided statistics regarding the ""Racial Disparities in Policing."" He introduced the statistics and made it appear the statistics were from our community. During the break out session, I asked if the statistics were from Antioch and the moderator stated CNA did not have statistics from Antioch but the statistics referred to in the original presentation were national statistics. Additionally, I asked if there was a breakdown regarding how many blacks were contacted as a direct result of crimes they committed versus officer initiated enforcement or ""targeted enforcement"" as your presented stated. The moderator said CNA did not look into the the reason for the police contacts. Misrepresentation of statistics should not occur in any forum.
- As noted in the previous response, old, biased (Washington Post and a Criminal Defense Lawyer page???? Really???) articles that have no correlation with Antioch are reprehensible pieces of information intended to misinform and create bias in those who don't know better. We would have been much better served if you allowed the police department to speak about the current state of these topics in our own city. To do less is a disservice to those of us who attended.
- It was implied that the round table was to be specific to the city of Antioch's Police Department. The only statistic that was given about the APD was that 65% of the force was identified as white, 15% as hispanic and 5% as black/african-american. What was the other 15%? No data was provided with the City's Council approved police department budget, the allocation of funds to training or training. No statics were provided to the # of crimes, arrests, use of force files and how they correlated to the demographics.
- The information provided was misleading and seemed meant to be. Anyone using the data provided would come to inappropriate conclusions. An Example is - CNA ask the APD for percentage of white officers and percentage of Blacks arrested regardless of cause. If the cause for the arrest was a 911 call or other call for help, the race of the individual is not predetermined by the arresting officer. The information sent prior to the meeting would never be used in any professional setting to prove

anything. Also, we were not allowed to question the police officer monitoring our session regarding what APD is doing to hire officers or to train officers

3. How would you rate the quality of the small group discussion? (1 = Very Bad to 5 = Very Good)



3b. …If you would like to tell us more about your answer...

Ratings of 5:

- We had a Scientist with a good foundation on use of statistics in proving a point, an ex military officer, a senior accountant and a person who has a job to help people re-entering society coming from prison. All were intelligent.
- We had a very diverse and courteous group and made for a nice conversation.
- The facilitator again, did an excellent job. Myself having trained in how to facilitate meetings like this, she was right on the playbook. Everyone had equal time to speak and those that were silent were coaxed to speak up, like she should. She had something important to say.
- Everyone had a chance to participate. I felt like every voice matters.
- I rate the quality of the small group discussion very high. The small group was a diverse group of people from different perspectives.
- The participants were not shy and were aware of current issues.

Ratings of 4:

- The difference between a 4 and a 5 was the post session readout. Much of the summation did not accurately reflect the session.
- Some tendency to stray from purpose of the session. Overall, good input from participants. Rate a 3.5. The discussion tended to drift from the main purpose of the session. Good points were brought up, though most were not on topic. It was respectful and engaging. Would like a longer time. The facilitator should have been able to better manage/ guided the discussion to stay on topic. The discussion got too free ranging.

Ratings of 3:

- The dialogue was respectful and proactive. However, the fact that the police departments representatives were not allowed to speak and educate the community is extremely poor. Dialogue is none productive if the communication is one sided or outcome based.
- For the most part people treated each other fairly, even when expressing differing opinions.

- Members of the group showed a complete lack of knowledge regarding the police department, how it's run, procedures, practices, policies etc....most of which is readily available. Yet had strong opinions based on "feelings". Most of which is readily available. The reality is ...if it ain't broke don't fix it; unless there is some other type of hidden agenda?
- The issues that were presented from the national perspective in the initial large group presentation were not echoed in my small group discussion. While it is clear that all participants want equity, transparency, accountability and fairness, there was no strong sense in the small group that this was an issue for the Antioch police department. There was no specific evidence provided that would tend to show these issues persist in the Antioch police department. That is not to say that there isn't still value gained from the mere discussion regarding these issues. It was at times a bit contentious between participants and the moderator regarding information or lack thereof provided.

Ratings of 2:

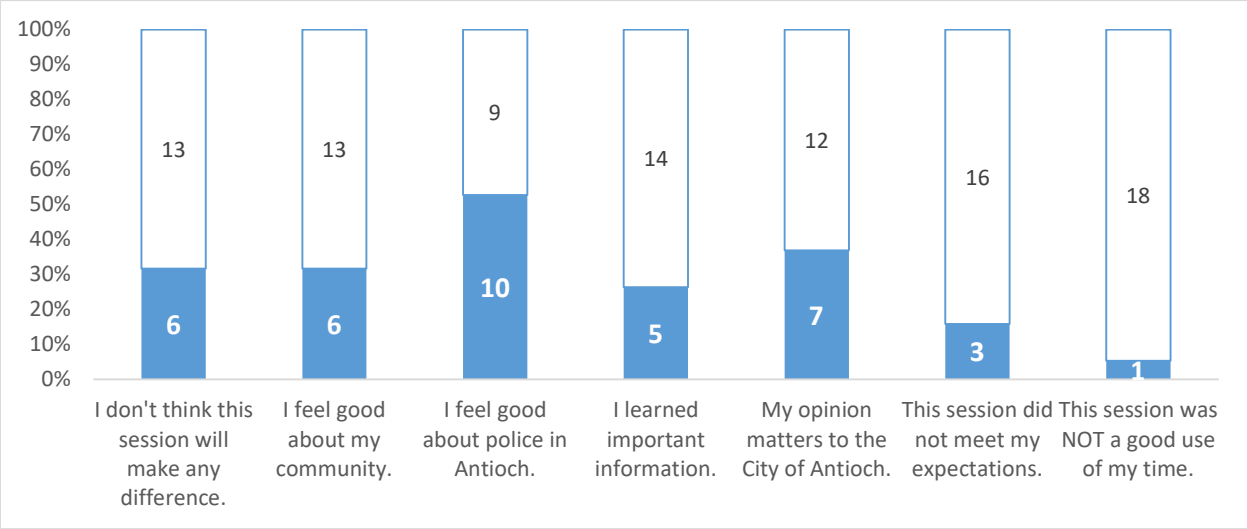
- Any now information is completely ignored and the facilitators just keep going back to their incomplete data and invalid suggestions and assumptions about the Antioch police. Such behavior is not a "discussion".
- Unfortunately my group took the topic more cerebral - kind of like a beauty queen's answer "I want to solve world hunger". Not productive.
- It was great hearing from people I didn't know their thoughts and experiences. Since I'm an elderly white woman - it was especially interesting to me. My experience with our local police has always been good ; but I realize that could be because of my color and years of experience. I've lived through the bad old days...

Post-Event Survey Responses

Bridging the Gap Session 2 – February 6, 2021

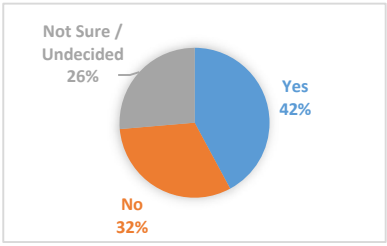
4. After attending this session, which of these statements do you agree with (select all that apply)?

Blue columns represent the number of respondents who indicated agreement with the statement. White columns are the number of respondents who did not agree with the statement.

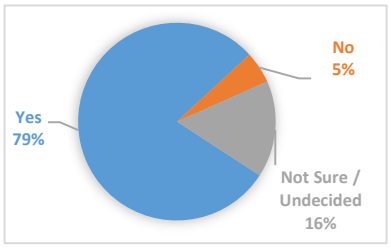


5. Would you like to see Antioch hold more sessions like this one?

Yes	8	42.1%
No	6	31.6%
Not Sure / Undecided	5	26.3%



6. Would you encourage others in your community to attend sessions like this one?



Yes	15	78.9%
No	1	5.3%
Not Sure / Undecided	3	15.8%

Post-Event Survey Responses

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7. What did you like most about this session?

- I believe that, IF THE MAYOR AND CERTAIN COUNCIL MEMBERS pay attention to what was said, then good things can continue to happen with APD. But if those persons continue to block the progress of Chief Brooks and the Department then we will fall back in time. And have more issues.
- Interaction with other community members
- Different in opinions
- The chance to voice my opinion.
- Seeing that people actually care and would like to be part of the solution.
- Background information and data. Recommendations provided by each of the groups.
- What I liked most about this session was the topic of racial disparity and implicit bias.
- The ability to hear other citizens express the same concerns about how this program is being ramrodded by 3 members of the Antioch City Council who do not really care about what we want.
- Participants points of view.
- It is hard to find a "like" from an effort to deceive the Antioch Community
- The ability to speak out
- I like meeting the people I didn't know. I do a lot of volunteer work in Antioch; so know all kinds of people - but I didn't' know the people in my small group. I did recognize several people I know in the large group of attendees.
- A chance to voice my concerns.
- It was eye opening to the dis-functionality of the Antioch City council and it's biases to the Antioch Police Department.
- The organized structure and it did not last too long.
- The voices of those who support APD were heard, even though this is a witch buny by a few bad apples on the city council and the mayor.

8. What did you like least about this session?

- I wish we could have had a little more time. But I do understand, we could have gone on for days.
- I am still troubled by:
    1. Why.
    2. The intention
    3. The cost to my city to fulfill an agenda
    4. The undertone of the questions in the sessions
    5. The attempt to fix something that isn't broken.
- I believe that this is feeding an issue that is very minor in our community yet exploited by a very, very vocal few; to pursue an Oakland type Police Department, which as anyone can see is less than desirable. Obviously the reading material provided was all leaning in that direction; therefore ensuring a predetermined outcome
- That in our group we discussed the use of police body cameras but this never came up as a solution. This seemed like a big solution and should have been at the top of the list.
- What I liked least about this session is the lack of time. 50 minutes was not enough time to examine the topic deeper.
- In our break out session the facilitator kept trying to lead us to answer a certain way and the questions were given that way - the three types of bias's are pervasive in every walk of life - individual, Institutional, etc. The question of whether APD has these is just to get a yes answer which "how could it be a no"? When expressing what our group did the facilitator used carefully selected words to inaccurately describe our groups thoughts on the subject matter
- The information did not appear custom tailored to the City of Antioch and its police department but rather a larger national overview. It would be helpful to have the police department and city staff available to answer questions or provide context to statements, statistics, or inquiries from participants.
- The biased information and the pre-determined agenda to suggest that the Antioch police are doing a bad job without data from Antioch to even suggest such a thing.
- The facilitators need to be able to hold participants to the ground rules
- During the first session, police personnel were not allowed to speak and their faces were shown in the zoom session. This time only the names of the police representatives was allowed. A recent news article state that Mayor Thorpe has ""muzzled"" the police department and is restricting police personnel from addressing the community. If true, the Mayor's censorship only supports the community's perception that the Mayor's agenda is to give the impression that the police department has issues, therefore, the mayor's need for reform is substantiated. The fact that your company would provide national statistics and represent they are related to Antioch is unfair. The fact that your company did not evaluate or present all the facts behind your statistics is unreasonable. Furthermore, the fact that your company could not provide evidence to prove Antioch Police have engaged in ""Racial Disparities in Policing"" is even more disturbing. It seems that either the Mayor or your company is trying to show there is Racial Disparity in Policing problem in Antioch but there is no data that supports racial disparity in Antioch.
- I didn't feel I had enough actual information to bring the National experience home to Antioch.

Post-Event Survey Responses

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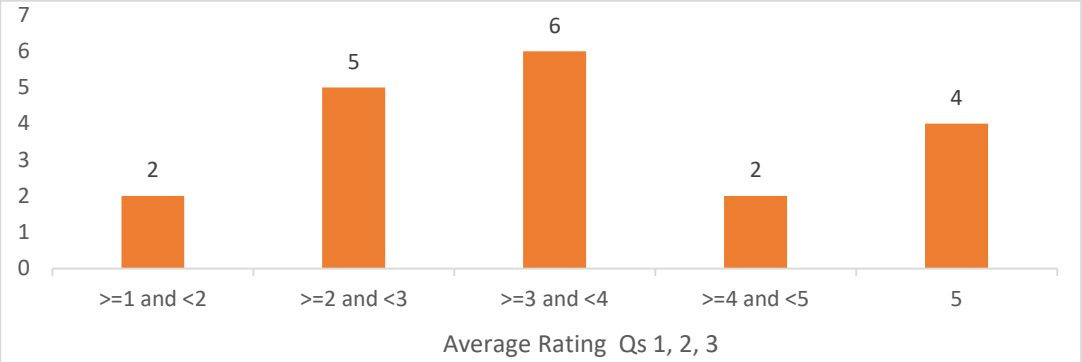
- Needs to be more direct to stay on topic. Need to reach out to a broader set of the community. Not enough sessions. Need a better setup/introduction to the session giving more detail on subject matter and purpose. This session introduction was not good. The presenter was not prepared and did not give value information useful for the small session breakouts.
- I cannot understand why the police department representatives were not allowed to show their face or participate in the conversation. I do not believe any relevant information pertaining to Antioch or its police department in regards to the subject matter of racial disparities in policing was actually covered during this session. There is a clear and unquestionable connection between these two problems. It is shameful this forum allows this type of disconnect.
- The moderator, CNA Corp., made no attempt to guide the discussion to solutions. This is clearly evidenced by there was no attempt by the Antioch City Council or this consulting company to identify what is or has already been done by the police department specifically around racial issues in the city.
- That a participant can only attend one of the sessions.
- It is a witch hunt with the I fkr.atikn provided very skewed against police and non relevant information regarding APD.

9. Do you have any final thoughts you would like to share about police-community relations in Antioch?



Average rating (Qs 1-3) =5:

- I wish one thing. That Our Officers could start walking □□♂ the neighborhoods again. Maybe the Chief or some other Administration Staff could join them and they could walk their beat to meet the Citizens they are protecting!
- Using a customer approach methodology to bring citizens and police together.
- Race has a tremendous influence in policing on how individuals are treated, especially as it relates to the use of force. These small discussions provide an opportunity for citizens and police to have dialogue relating to the adverse impact policing has had against people of color. In order to improve police relations between the black community, open and honest discussions regarding systemic racism and brutality are essential. This session was a good start. Job well done. Special thanks to Stephen for providing the initial presentation on implicit bias.
- The City could use the existing Crime Prevention Commision to further discuss these issues. The current role of the Crime Prevention Commission is useless for the city.

Average rating (Qs 1-3) >=4 and <5:

There were two respondents in this category but neither provided narrative comments.

Average rating (Qs 1-3) >=3 and <4:

- In 2013 Antioch voted in measure C raising our sales tax which we did again in 2019 on Measure W. We are getting excellent results - response time was 11 minutes to a 911 call in 2012 and 7.5 minutes now - that is amazing. Our citizens complaints are .02% of the 95,000+ interactions in a year - I looked these statistics up - CNA did not provide them. The APD interacts frequently with members of the community. I went to Starbucks one morning to get coffee and found a large gathering of people centered around an individual talking to them. I parked and went to see what was going on. The police chief was taking questions from anyone who asked, including the hecklers,

and answering them in a thoughtful responsive way. Including one about Officer Melone, who he went into great detail to explain the process of hiring an individual to be a police officer in Antioch. I was impressed

- Community Policing as a daily strategy, along with a commitment both from a policy level and a budget level to make funding training a priority.
- We had the best police dept and the few need to take care of them selves before they cast stones at others. This was only done to please the the few who hate law and order and who blame others for their problems.
- Antioch has a well managed, well trained, diverse department run by an excellent Chief and his staff.
- I feel it is very important that a Citizens Police Commission is established to have an official platform for the community to have direct oversite on APD's policing practices, policies, discipline actions and budgets. Also provide a place for a safe and trusted environment for inputs/concerns from the citizens of the community on APD Policing issues.
- Get body cameras which would be an awesome beginning to solving many issues.

Average rating (Qs 1-3) >=2 and <3:

- In my breakout session community members asked for the police department to engage in community policing in order to create positive relationships. The fact is that our police department is engaged in community policing. However, based on the recent East County Times new article, the Mayor is censoring the police department from reporting the positive things occurring in our community. The Mayor should allow the police department to share their engagement with the community. I realize the result may be counter productive to the Mayor's agenda but the community must come first!
- How can anyone claim they are interested in police-community relations, bridging the gap, or even call these "discussions" when the police department is not an active participant and does not have a voice? This does not make sense to me, nor does it even seem fair.
- I am surprised by the professionalism and commitment of our entire Antioch Police Department. This includes the dispatchers. I had a concern a few months ago about a woman that appeared to be trafficked who was dropped off in our neighborhood. They responded immediately and made sure she was OK. I worked with kids in Antioch over the years; the Antioch Police have always been great working with our youth - of every background and ethnicity.
- If you're at all familiar with local politics...it is obvious to me & anybody else who is paying attention; that these sessions have a predetermined outcome and that they are only a tool to that end. Which; is the furtherance of the political agenda/career of the Mayor. At this point that includes imposing committees & restrictions to run the Police Department & take management out of the Chief's hands. Then in the process; remove the Chief and replace him with the Mayor's own appointee (and we all know who that is). This Chief lives and breathes for his department. He has done and has is still doing everything in his power to improve this department and the relationship with the community, not that there's really an issue. However the Mayor is attempting to strangle his efforts by a gag directive, not giving the Chief a voice. Also by attempting to impose illegal hiring

standards and other “hidden” political tricks; in an attempt to meet his agenda. This Chief has hired officers of the highest quality REGARDLESS of race; quality over quantity. Which; is in line with California Prop 209 (which is still the law regardless of recent failed efforts to repeal it). The proposition makes it illegal to favor one racial group over another regarding hiring. It is an antidiscrimination law which works both ways & should be respected. We need the best qualified people REGARDLESS of race; if the racial numbers don't balance then we need to realize that we have the best people for the job period. I also find it ironic that the Mayor seeks to make changes in a department that ""ain't broke"" yet the Mayor cannot keep his own closet clean. I speak of the lack of accountability on behalf of Council Person Tamisha Walker. When a Planning Commission Officer recently made one comment the Mayor (then council person) and others quickly voted to let him go. The Commissioner's comment was minor compared to Walker's entitled and racist behavior..... could it be because he was white and she is black??? Sure starting to look like the Mayor's agenda is racist in itself.

- I would argue from my life experiences and my small group discussion that police community relations in the City of Antioch are pretty good, that is not to say that there isn't always room for improvement. I have seen when people are truly upset or demanding change, they show up in droves to complain and get involved. This was evident by the large protests we saw across the county this year. I don't mean a persistent person or small vocal group that may have an axe to grind or an agenda to push but something more reflective of the community as a whole. There will always be individuals who feel they have or actually have been ignored, marginalized, or mistreated and there are mechanisms in place to mitigate and minimize instances moving forward. However, Antioch has not seen any true large scale demands from the community that police community-relations are bad or degrading. The few and small protests we did have in the city were often attended by non-residents who are not actual stakeholders in our community and are pushing a national agenda. There is an obvious consensus that they can always do better but I believe the police department is doing an admirable job building trust and relationships in our community.

Average rating (Qs 1-3) >=1 and <2:

- Nationwide, murder in the US was up by 30% in a single year! This should sound alarm bells and it should also be clear evidence that de-policing just creates more victims. Police have a difficult job and many officers are looking to leave police work. Antioch is fortunate to have a Chief like T. Brooks who cares very much about his community. The Antioch Police are trying to reach out and they do, however, they also have a job to do. Crime and the people who commit crimes are not easy people to work with and they do not accept responsibility for their crimes. Instead, they try to claim that the cops are "dirty" and in Antioch, this is not the case.
- I believe that the Antioch Police Dept., uses relevant sources of outreach to the community via FaceBook, APD website links etc. In 2020 the APD posted on their website that they engaged in over 1100 community outreach projects/events. Crime rates in the City have continued to decline over the past 5 years. And it should be noted that Antioch has almost 50 fewer sworn officers than the city of Concord, which is the largest city in Contra Costa County (Antioch is #2), but the difference in

population is small, only 19,695 people as of the 2010 census. I would say we do a whole lot more with a whole lot less.

Post-Event Survey Responses

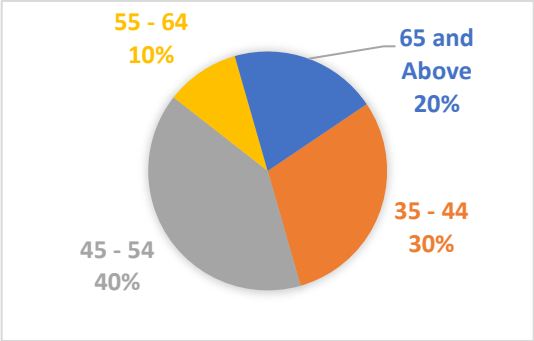
Bridging the Gap Session 3 – February 18, 2021

TOTAL SURVEY RESPONSES:	10 (of 21 participants[1]) – response rate = 48%

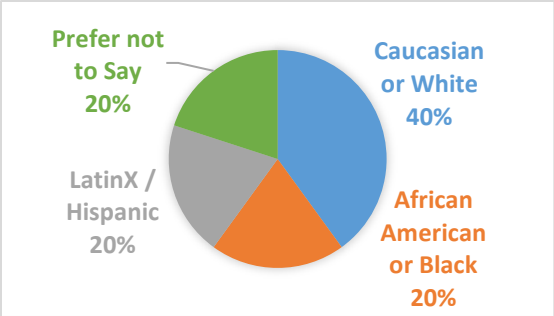
Demographics of Respondents

What is your age?

25 - 34	0	0.0%
35 - 44	3	30.0%
45 - 54	4	40.0%
55 - 64	1	10.0%
65 and Above	2	20.0%



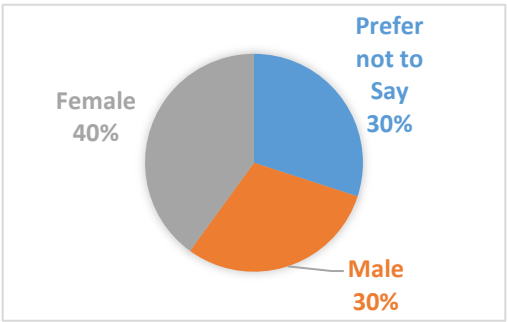
What is your racial / ethnic identity?



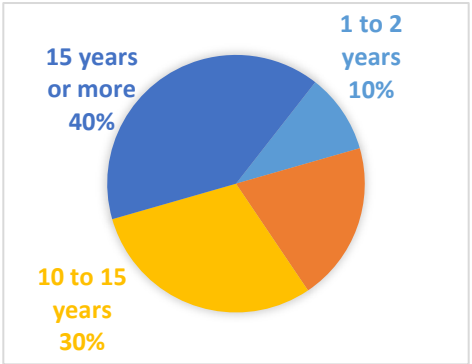
Caucasian or White	4	40.4%
African American or Black	2	20.0%
LatinX / Hispanic	2	20.0%
Native American	0	0.0%
Bi- or Mutli-Racial	0	0.0%
Prefer not to Say	2	20.0%

What is your gender identity?

Prefer not to Say	3	30.0%
Male	3	30.0%
Female	4	40.0%



How long have you lived or worked in Antioch?



1 to 2 years	1	10.0%
2 to 5 years	2	20.0%
5 to 10 years	0	0.0%
10 to 15 years	3	30.0%
15 years or more	4	40.0%

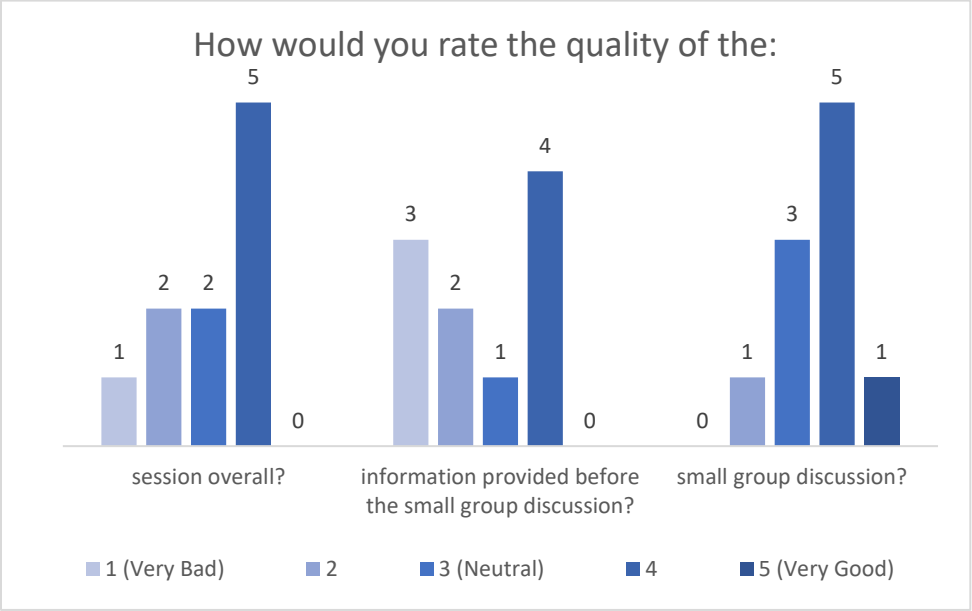
[1] Some of the respondents to this survey may have been observers rather than participants.

Post-Event Survey Responses

Bridging the Gap Session 3 – February 18, 2021

RESPONSES TO SURVEY QUESTIONS:

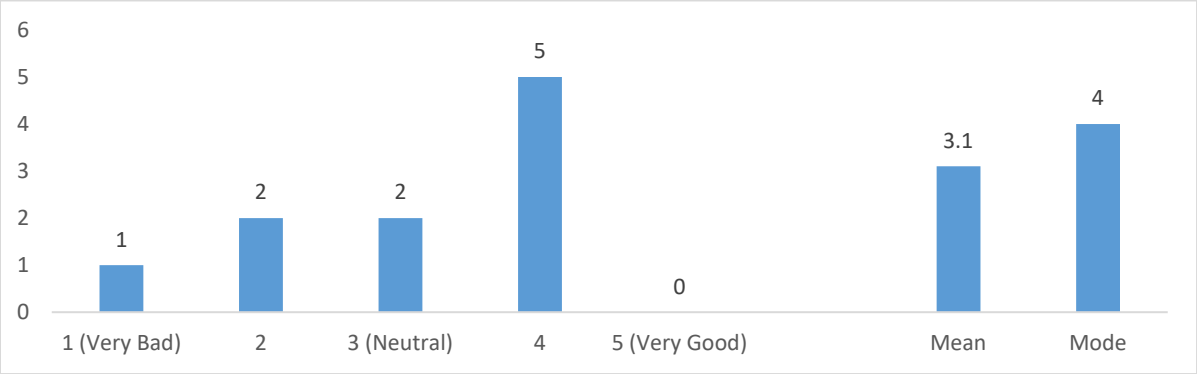
How would you rate the quality of the:	Very Bad 1	2	3	4	Very Good 5
session overall?	1	2	2	5	0
information provided before the small group discussion?	3	2	1	4	0
small group discussion?	0	1	3	5	1



Post-Event Survey Responses

Bridging the Gap Session 3 – February 18, 2021

1. How would you rate the quality of this session overall? (1 = Very Bad to 5 = Very Good)



1b. …If you would like to tell us more about your answer...

Ratings of 4:

- The session was informative and needed.
- I would have liked it if our city leaders turned on thier cameras. It felt a little like big brother watching
- I though it was a wonderful opportunity for members of our community to come together and discuss community problems. We have a diverse community and unfortunately our discussion group was not very diverse. I also do not understand why the discussion seemed to be focussed only on the police when we have many problems in our community.

Ratings of 3:

- If the objective was to obtain community input, it could have been achieved better by engaging community influencers from local Churches, Chamber of Commerce, School Teachers, and Local Community Based Organizations. Each group would have brought collective insights and not personal opinions. The reflection of one-self opinions may echo with others but not across communities. One of the largest minorities communities within Antioch was poorly represented as Spanish option was not provided.
- I always appreciate hearing feedback from our community; however, it seems some of what was said in our ""breakout"" session was not accurately reported back to the larger group. Examples:

  A member of our breakout session mentioned there was a geographical divide between the north and south sides of the city. He explained that most people on the south side don't travel into the north side. He went on to suggest substations. However, this was reported back to the larger group, something to the effect, there is a large divide in the city (the implication being there is a racial or socio-economic divide). This is not what was said or meant.

  Another member of our breakout session said that she wished she could hear from more people who didn't look like her (self described older, white, female) in our

breakout session. This was reported back as APD not doing enough to engage with people of color.

Of course, I am making some assumptions this information was simply misreported and not an outright fabrication. I hope it is the former.

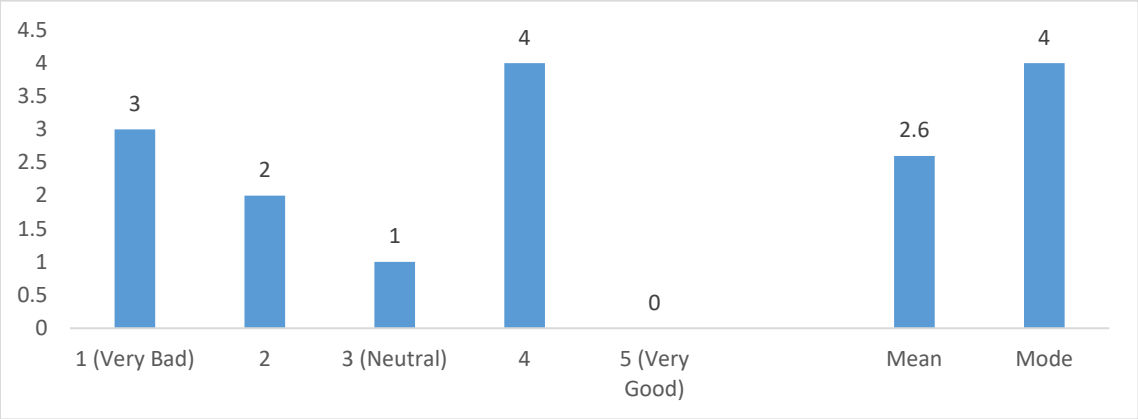
Ratings of 2:

- Was a different dynamic to have a conversation about what is going on in Antioch and are city officials, department heads, and the police are not participating. I feel like you could have just sent me an evaluation or questions via e-mail. Was a waste of my time, no interaction, my group had questions our council member and mayor could of spoke too and they were not able to address them. And the mayor and council member had their camera's off, feel like they dont care.
- Registration process was awkward. Facilitator needs to get better glasses so he can read participants names and see whats going on.

Ratings of 1:

- There were so few participants that there were only 3 breakout sessions, instead of the 5 that were supposed to occur. When you account for the facilitators, city staff, councilmembers and police officers that were observing, it left about 21 participants from the community. How in the world is that enough people to make any report back statistically valid?

2. How would you rate the quality of the information provided before the small group discussion? (1 = Very Bad to 5 = Very Good)



2b. …If you would like to tell us more about your answer...

Ratings of 4:

- The Moderator was very knowledgeable and personable.
- I would have liked to hear more about the history of our police department in Antioch not just general history of policing.

Ratings of 3:

- I didn't see how Hildy's studies applied to our community, because we don't seem to have a problem with our police force. We do have a problem with outside agitators coming into our community and trying to stir up confrontations between them and our police force.

Ratings of 2:

- None of the reading material was specific to Antioch or the issues we are dealing with. Some of the reading was good to know about how police departments were started and engagement but I feel like a lot of what out city does was left out. I counted 4 things you said the city and department did well but I know they do more ? Are you trying to force and issue or fabricate false findings ? Like any city we could do better but I expected to be part of a discussion with my elected officials and police and it was frustrating they couldnt clarify some questions about what we are doing here now and in the future, again frustrating
- I helped the Chief compile two pages worth of specific examples describing how APD positively engages with our community. Only four or five of these examples were provided to the group. This was disappointing.

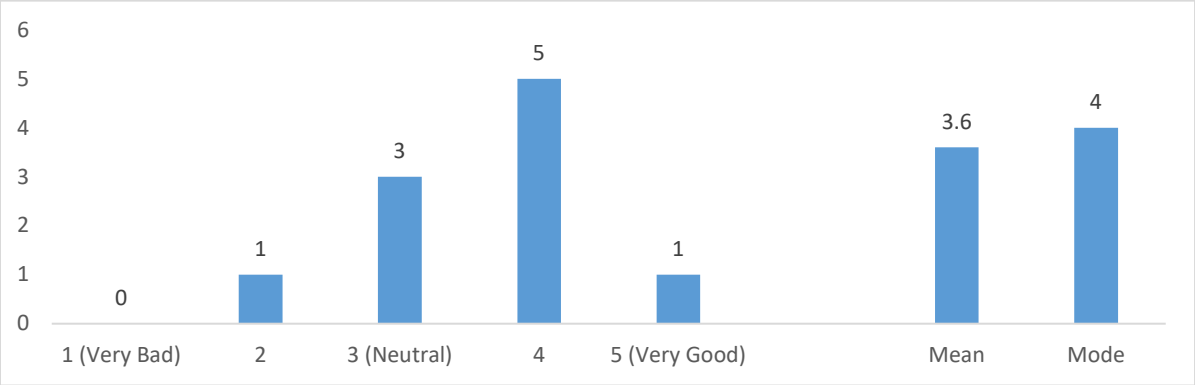
Ratings of 1:

- The Chief of Police provided a large list of community engagement initiatives that the police department participates in. The facilitators mentioned only four. Why? Was CNA trying to

portray the Antioch Police Department as lacking in their engagement efforts with the community from the get go?

- There wasn't enough time to properly review the material provided, in order to even rate the quality.
- The materials provided prior to the meeting in some cases were completely irrelevant (e.g., history of policing) and many community members have a perception of policing usually from their personal engagement of a philosophy that has been influenced by others. Defining what policing to be is hard to conceptionalize as the comparisons do not aligned to the City of Antioch. Most reference concepts defined self-sustaining communities which is not the case for Antioch. Majority of its citizens must travel 35+ miles for employment. In addition, the Case Studies very difficult to apply to our city. Compare and Contrast information was not aligned to the City. It would have been ideal to have statistics from APD and comparisons to other like cities and programs they are incorporating to tackle crime. But this was not the case.

3. How would you rate the quality of the small group discussion? (1 = Very Bad to 5 = Very Good)



3b. …If you would like to tell us more about your answer...

Ratings of 5:

- I really appreciated what others had to say about the questions that were asked although the questions pretty muched seemed to be the same questions asked in different ways.

Ratings of 4:

- Again having the city leaders listen in felt a little strange especially with their cameras off.
- The discussion was robust and candid. Unfortunately, in the summary phase, the breakout host didn't mention the positive comments made by many of the participants concerning the need for SROs. Also, the host didn't mention that most of the participants suggested more police officers be hired.

Ratings of 3:

- The community participants seemed reasonable. The discussion, questions asked and points that were made seemed fair. However, there wasn't enough time to dive deeply into any of the questions the facilitators asked and as always, people asked questions that could have been easily answered by the police representatives in attendance, had they simply been allowed to speak.
- I noted ""Neutral"" due to the following:
    - Though ideal and great hearing my neighbors, but it (including myself) was at a personal level
    - The questions that were asked should have been provided days in advance to allow folks to speak directly and not ""off-the-cuff""
    - It appears that the ""new"" trend that is coming forward through media and social channels of ""How to police"" was being used. I am open to ideas, but I also know that trends come and go and people fail to realize the cost for implementation drain dollars and resources with little RoI.

    - I had hope we would have business owners in the breakout sessions as they view engagement different that a community citizen. Biggest issue that exists with business is theft which impacts everyone. We ar losing businesses more than gaining.
- It was great to hear from our community. I wish I had the opportunity to share with them the many ways in which our agency seeks positive interactions with them.

Ratings of 2:

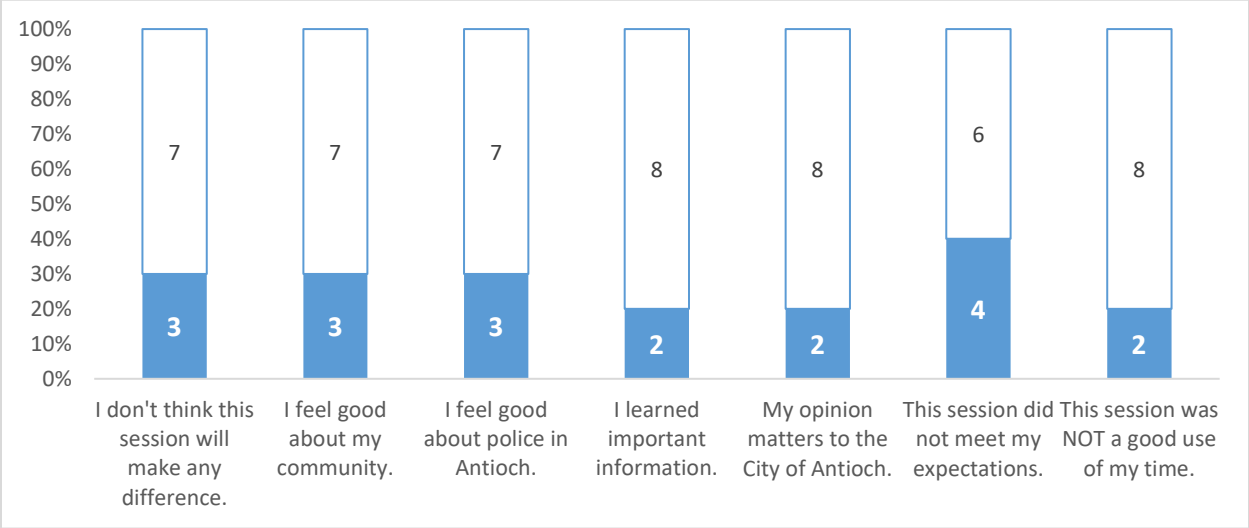
- Discussion was one way, just us talking about our city. Again, the people who can make change, the mayor, council people, and police had their cameras off and were not answering questions or engaging us, "The COMMUNITY" which was what this session was suppose to be about. Again I thought I would be interacting with my city officials but I was disapointed they didnt care enough to turn their cameras on and answer questions. I hope the othe sessions werent structured in the same way, seems like a waste of time. Could have emailed us those questions.

Post-Event Survey Responses

Bridging the Gap Session 3 – February 18, 2021

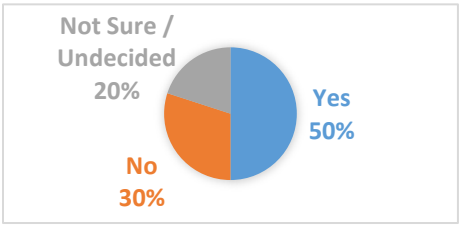
4. After attending this session, which of these statements do you agree with (select all that apply)?

Blue columns represent the number of respondents who indicated agreement with the statement. White columns are the number of respondents who did not agree with the statement.

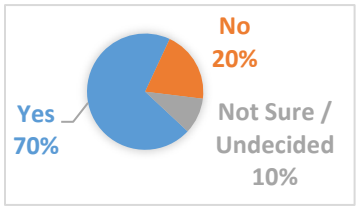


5. Would you like to see Antioch hold more sessions like this one?

Yes	5	50.0%
No	3	30.0%
Not Sure / Undecided	2	20.0%



6. Would you encourage others in your community to attend sessions like this one?



Yes	7	70.0%
No	2	20.0%
Not Sure / Undecided	1	10.0%

Post-Event Survey Responses

Bridging the Gap Session 3 – February 18, 2021

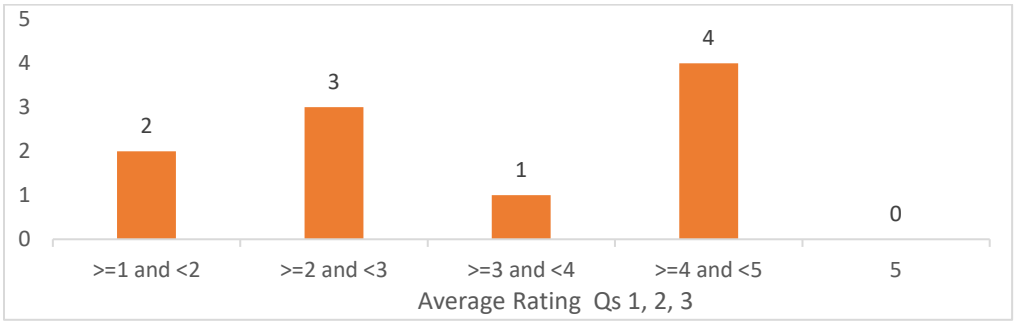
7. What did you like most about this session?

- The article on police history was informative, the rest felt like a waste of time. I wouldnt recommend doing more of this unless we can get some interaction and participation from the people who make decisions in this city. You could have saved me 2 hours and sent me a mailer
- The participants seemed open-minded and thoughtful.
- As in any first, it is an attempt to help bridge community concerns and I feel it will fall short of expectations. But it is a start.
- Hearing from our community.
- The opportunity to speak and hear from other community members.
- Being heard and understood!
- The diverse group of people.
- The small group session made me feel like my opinions mattered.
- The breakout session was good, even though the breakout host didn't mention in the summary many of the important points discussed.
- 1. The opportunity to voice my concerns and hear the concerns of others. 2. The opportunity to offer ideas to help our community come together. 3. Learning about all the outreach programs our police force already has in place to ""bridge the gap"" and build trust between them and the community.

8. What did you like least about this session?

- The discussions were well facilitated but one sided and their was definately an agenda, as the report back was basically a summary of points that were not even discussed in our group. Again, some interaction with our city officials would have made it more interesting and meaningful.
- The report back from the small session facilitator either cherry picked data or drastically exaggerated small comments to make it seem like there is a larger issue between the police department and the community when it comes to engagement. If there is only one thing Chief Brooks is to be known for, it is the great emphasis that he has always placed on community engagement. The information provided early on by CNA made it sound like APD does very little community engagement (patently false) and then as with the previous two sessions, the facilitators report backs were distorted, overblown and exaggerated to fit a narrative that supports the Mayor's overt goal in reforming the police department.
- Setting the expectation and comparatives.
- The lack of any real interaction between the City Staff and the public who participated.
- It did not feel like safe.
- I detest anyone using the wording ALL Officers instead of Some Officers.
- Including city leaders as observers only. We had more "observers" in our small group than participants. To be honest it felt a little intimidating.
- The mandated silence of the police monitors.
- Again, I feel the groups need to be more diverse. I know that might not be possible if others cannot attend. I only learned about the meeting from a friend. Some of our ideas were ignored in the summary session. For example, 1. We need to have resource officers on school campuses to foster a relationship between students and officers. My children attended Antioch High and they loved their friendly resource officers. 2. If you want the police to do all of the community outreach that the city council should be doing, then you need to hire a lot more police officers who are trained in social work, instead of law enforcement. 3. Invite police to grade school campuses. They can read books that tell what to do if a child needs help and how their friendly police will help. 4. That all the things the Antioch Police Department already does to build trust in the community was ignored by the moderator. 5. It wasn't mentioned that the community has some responsibility in building a relationship of trust with our police department too."

9. Do you have any final thoughts you would like to share about police-community relations in Antioch?



Average rating (Qs 1-3) >=4 and <5:

- All Officers should undergo continuous Mandatory Community Diversity Classes. The Police Department should implement, Closed door Systematic Racism & Cultural History classes, that would also be beneficial to the emotional growth of all Officers.
- I fully support our police department but would like to see them more visible in the local schools in a positive manner not punitive.
- A police officer's main duty is to enforce the law, not social counseling. Community counseling rests with the city council and mayor. The police can assist with that, but they should not be required to lead it.

Average rating (Qs 1-3) >=3 and <4:

- I think it's always good to do checks and balances. Our police force works long hours and are always called out after a crime has been committed or someone is in fear for their own safety. Police are supposed to walk into a situation and figure out in split seconds, what the right action is. They are supposed to, and they do, put their life on the line for others. They are not allowed to make a mistake, even though they are human beings. If they make a mistake, it may cost someone their life, if they don't make a mistake, it may cost someone their life. That is a hard position to be in. It might be nice if the city council recognized those officers who give back to the community. Instead it seems like someone is just waiting to pounce on our police officers for the tiniest human error. What a horrible working atmosphere. How about the city council and the community making an effort to thank our police officers and "bridge the gap." Maybe ride-a-longs for our city council would help.

Average rating (Qs 1-3) >=2 and <3:

- I think the police community relations are better than they were 10 years ago. Ive lived in the Bay Area my whole life, in different cities, and I will say the relations are better here than 90% of the cities out here. I enjoy the social media info they put out and I like the community engagement that seems to happen on a regular basis. I think a police department and a city, since they are in the business of people, is an ever changing industry. They should be constantly looking at ways to change and roll with the city. I think so far they have been doing a good job.

- My comment to this team for consideration: Antioch is two cities and the first step to start engaging the community is to allow officers to be assigned to the four Districts that exist. The developing substations within each District to allow community representation to occur. For me, this is the most critical step in community policing as each District varies in ethnic, social and economic standing. It is not about two zip-codes, but that each District struggles in different ways and it is hard for a City this size and mix level of citizens to be managed centrally. It has to be managed by Districts. Developing substations is not an high expense task – in fact, it will make community members more engaged to be involved. Substations for consideration:
  District 1 – APD
  District 2 – Mall
  District 3 – Sutter Hospital
  District 4 – Prewitt Park

  We need officer assigned District Patrols...we need to see our officers assigned to beats so kids and communities can see them not as an enforcer, but as a friend. So many kids need guidance and knowing your beat officer can change a child's life. There are many stories in which an officer goes above and beyond to help out families. APD has done and continues to do this. I have high respect for our Chief and our officers because they do engage in the community, but it is recognized by just a few. I know there is a desire for Social Services engagement, I am for that. But it should not come at the expense of losing officers. Statistics have shown that Domestic Violence calls are the most dangerous call for an officer as you don't know the magnitude that exist. I do feel with District Police Stations, we can have counseling services available which I know would draw a great amount of support from the community. Folks don't want to drive across town for a 30-minute session, but they will drive down the street. This is community policing!
- The PD enjoys tremendous support from our community. I look forward to the opportunity to meet with them and truly discuss these topics.

Average rating (Qs 1-3) >=1 and <2:

- The Antioch Police Department does an outstanding job engaging with the community they serve. If anything, the participants are severely ill-informed as to the exact amount of engagement efforts that go on year round. What's needed is not more community engagement, but a more effective way of educating the community as to the vast amount of engagement that's already occurring.
- Police-community relations are horrendous. Antioch police do not keep us safe. They terrorize our Black, brown, poor, unsheltered residents and youth. How can we feel safe when Antioch police have a horrible record of brutalizing community members? Killing a man having a mental health crisis, by asphyxiation just last December. A good start would be relieving the police from responding to mental health crises, and harassing the unsheltered during a global pandemic, in direct disobedience to CDC guidelines.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Police Reform – City Acceptance and/or Acquisition of Surplus Military Equipment

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RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution regarding the City of Antioch's Ban on the Acceptance and/or Acquisition of Surplus Military Equipment in the future.

FISCAL IMPACT

None.

DISCUSSION

The Antioch City Council held a special meeting on February 26, 2021 to consider several dimensions of Police Reform. At that time, the City Council directed staff to proceed with specific measures and associated action at future public meetings, including address of surplus military equipment.

ATTACHMENTS

A. Resolution

ATTACHMENT A

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH BANNING THE CITY OF ANTIOCH'S FUTURE PROCUREMENT OF SURPLUS MILITARY EQUIPMENT BY TRANSFER OR ACQUISITION.

WHEREAS, the Antioch City Council ("City Council") is undertaking a Police Reform initiative; and

WHEREAS, the City Council values community safety, and seeks to promote and support the work of its public safety employees in a manner that builds community trust; and

WHEREAS, the governing body is responsible for periodically examining the alignment of the organization's mission and policies to evaluate the effectiveness of the agency's overall service to the public; and

WHEREAS, the City Council is committed to determining when certain City procurement policies require reconsideration and discontinuance; and

WHEREAS, the Antioch Police Department is an arm of local government whose primary purpose is to protect and serve all Antioch residents and visitors; and

WHEREAS, the City Council is committed to serving the whole community and its diverse residents, strengthening community ties and developing policy approaches that forge stronger community partnerships; and

WHEREAS, future acceptance or acquisition of surplus military equipment from the Federal government, State government or private entities is not supported by the City Council and, therefore, the Antioch Police Department will discontinue future procurement of said items effective immediately.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby approve banning the City's future procurement of surplus military equipment by transfer or acquisition.

* * * * * * * * *

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 23rd day of March, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Police Reform – Mental Health Crisis Response

RECOMMENDED ACTION

It is recommended that the City Council provide direction to staff as it relates to development of the City's future Mental Health Crisis Response.

FISCAL IMPACT

Unknown at this time.

DISCUSSION

The Antioch City Council held a special meeting on February 26, 2021 to consider several dimensions of Police Reform, one of which identified as mental health crisis response. Crisis Consulting provided a City Council presentation of the CAHOOTS model at the public meeting.

At the City Council's direction, a subsequent update was requested. On March 9, 2021, Contra Costa Health Services and the Public Managers Association (PMA) provided a presentation regarding existing countywide services, recent value stream mapping outcomes and next steps.

A CAHOOTS type program is a community-based public safety system to provide mental health first response for crises involving mental illness, homelessness, and addiction. The program mobilizes two-person teams consisting of a medic (a nurse, paramedic, or EMT) and a crisis worker who has substantial training and experience in the mental health field. The CAHOOTS teams deal with a wide range of mental health-related crisis, including conflict resolution, welfare checks, substance abuse, suicide threats, and more, relying on trauma-informed de-escalation and harm reduction techniques. CAHOOTS staff are not trained law enforcement officers and do not have the same authority as police. They are a mobile crisis intervention team, designed as an alternative to police response for non-violent crisis. They also handle non-emergent medical issues, avoiding costly ambulance transport and emergency room treatment.

Calls for service would come through the 911 system or the police non-emergency number. Dispatchers are trained to recognize non-violent situations with a behavioral health component and rout those calls to CAHOOTS. A team would respond, assess the situation and provide immediate stabilization in case of urgent medical need or psychological crisis, assessment, information, referral, advocacy, and, when warranted, transportation to the next step treatment.

The County Behavioral Health Community Crisis Response is a collaborative effort involving the Public Managers Association, Contra Costa Health Services, City and County Organizations, Community Advocates, lived experience participants, and multi-agency, multi-sector improvement teams. Priority improvement areas for the County Crisis Response program involve the development of a single phone number/mobile 24/7 response, and a non-police mobile crisis team by January 2022. As presented to the City Council by Contra Costa County Director of Behavioral Health Services Dr. Suzanne Tavano, the County program has several restrictions on who can access the services proposed to be provided. Funding was also identified as an area needing to be addressed by the County and cities wishing to participate in this program.

Depending on the direction Council wants to pursue, next steps for staff would be to solicit proposals from firms specializing in providing strategic guidance on developing an RFP for replicating the CAHOOTS model in Antioch, pursuing discussions with the County on ways of developing and partnering in a County administered expansion of their current program, or determining the City does not intend to pursue this matter at the current time.

Should the Council decide to pursue this matter further, funding for either effort may come from a variety of sources including the $1.9 trillion American Rescue Plan, federal or state grants and programs that may become available for these types of programs or the City General Fund reserve.

ATTACHMENTS

A. CAHOOTS PowerPoint (February 26, 2021)
B. Behavioral Health Community Crisis Response PowerPoint (March 9, 2021)

ATTACHMENT A

Crisis Assistance Helping Out on the Streets (CAHOOTS)

A New Model for First Response

What It Is



Photo by Thomas Patterson for the Wall Street Journal

Supportive Service First Response

The CAHOOTS model is a non-emergency first response to residents experiencing mental health, substance use, and homelessness related crises.



- History
- Process
- Outcomes
- Numbers
- Comparisons

A Brief History

- CAHOOTS started in 1989 in Eugene, OR
- Originally 12 hours/day
- Expanded to 16 hours/day with 2 units in 2011; expanded into Springfield, OR in 2015; expanded to 24 hours/day in 2017
- Funded by the City of Eugene, Lane County, and the City of Springfield
- No CAHOOTS worker has ever been hurt on the job





Supportive Service First Response

The CAHOOTS model is a non-emergency first response to residents experiencing mental health, substance use, and homelessness related crises.



- History
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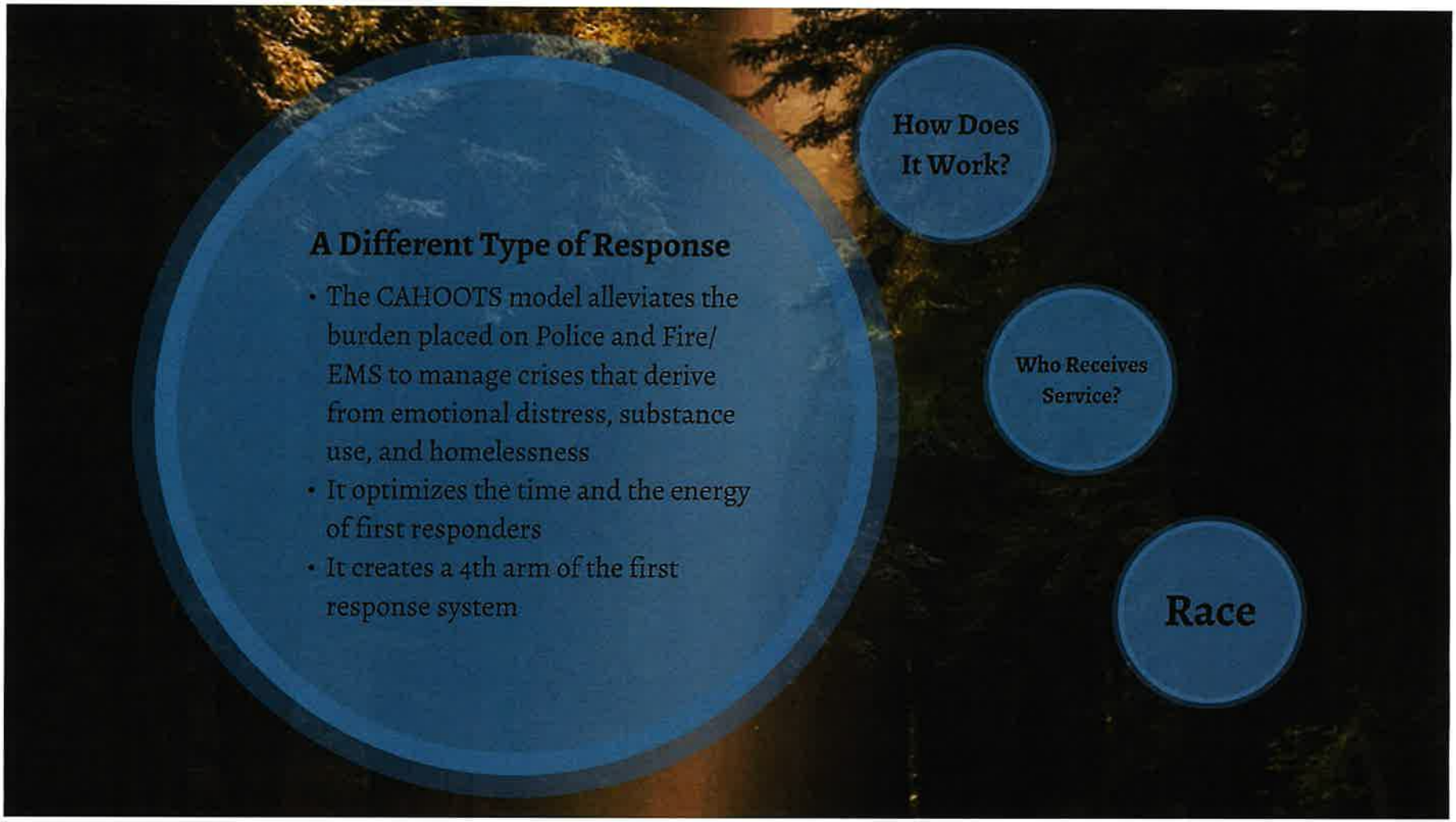
A Different Type of Response
• The CAHOOTS model alleviates the burden placed on Police and Fire/ EMS to manage crises that derive from emotional distress, substance use, and homelessness
• It optimizes the time and the energy of first responders
• It creates a 4th arm of the first response system
How Does It Work?
Who Receives Service?
Race

The Team

- Each unit has two staff
- A Crisis Counselor and an EMT
  - Counselor provides de-escalation and social work interventions
  - EMT rules out physical health, provides medical evaluations, and leads emergency situations
- The training process lasts from 3-6 months



Photo by Chris Pietsch of Register-Guard/USA Today

Access



Photo by Kaia Sand

Accessing CAHOOTS

- Anyone, including PD and FD, can request CAHOOTS via 911 or non-emergency number
- Call takers receive the requests
- Dispatchers qualify and prioritize the requests then dispatch the team
- The dispatchers can be either police or fire dispatchers



Photo by KVAL

Example

The Welfare Check

- Sleeping in the park?
- Not returning phone calls?
- Vague suicidal statements via text or social media?
- Unseen by neighbors with building mail?
- Screaming at no one on the corner?



Photo by Troy Brynelson of Salem Reporter



Accessing CAHOOTS

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Photo by KVAL

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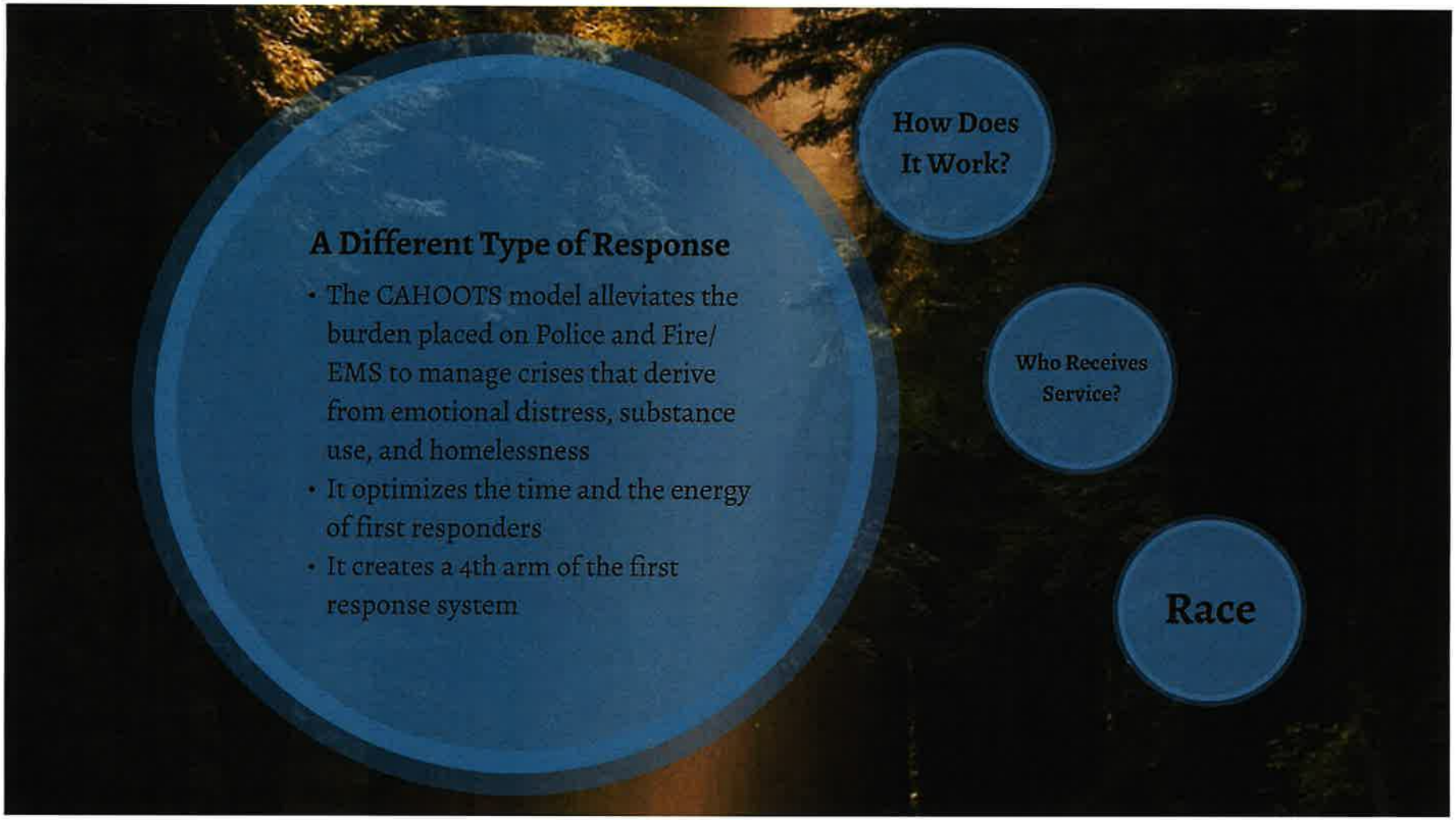
Photo by Chris Pietsch of Register-Guard/USA Today



Photo by Kaia Sand

Access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• It creates a 4th arm of the first response system
How Does It Work?
Who Receives Service?
Race

Everyone!

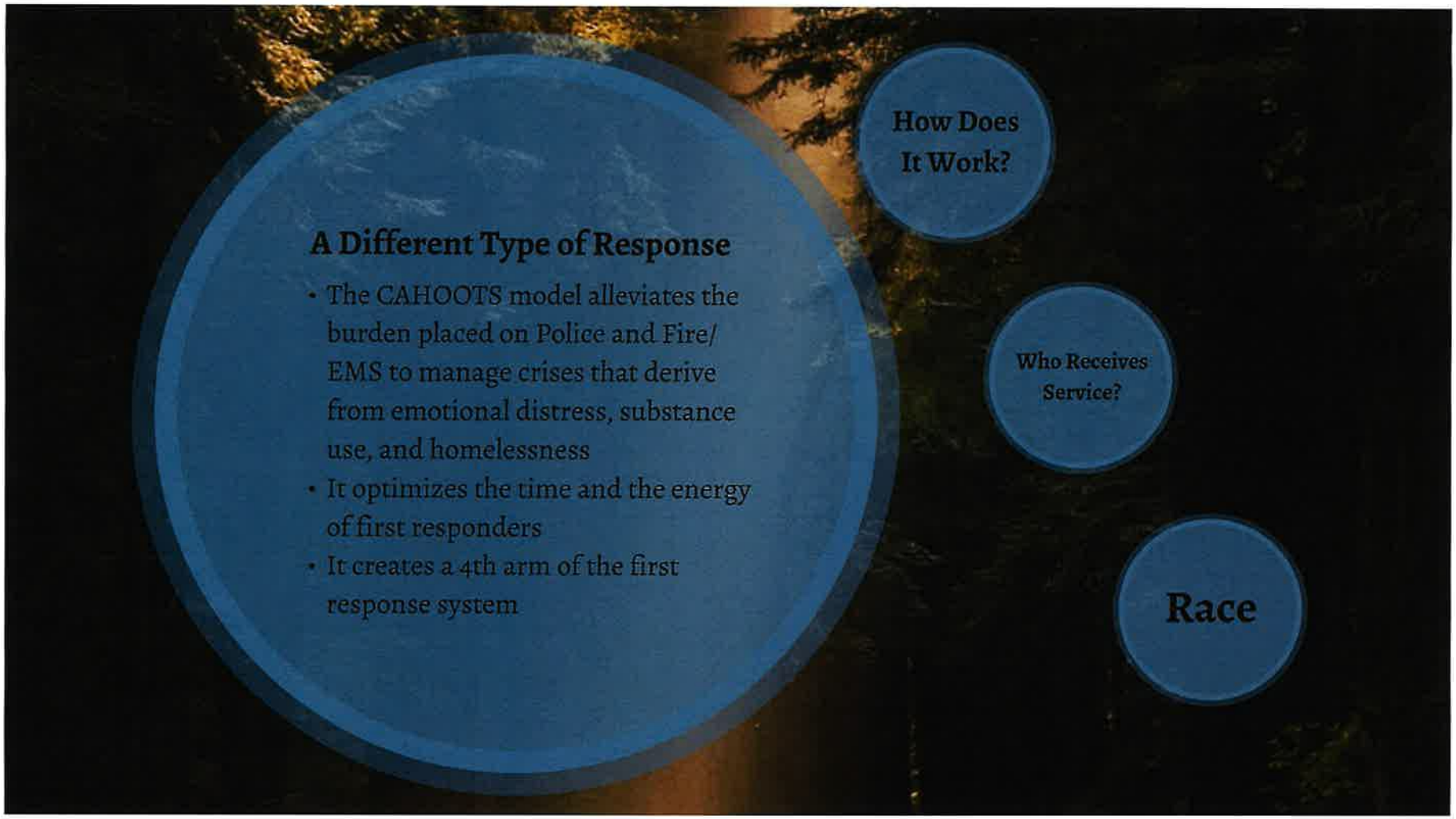
- People living on the street
- People experiencing psychosis or mania
- People with suicidal ideation
- Family members in a dispute
- Minor medical issues such as wound care, blood sugar, body aches, etc.
- People who have fallen out of touch with loved ones
- Shelters, group homes, board & cares, skilled nursing facilities, permanent supportive housing, etc.
- Intoxicated people



Photo by CBS News



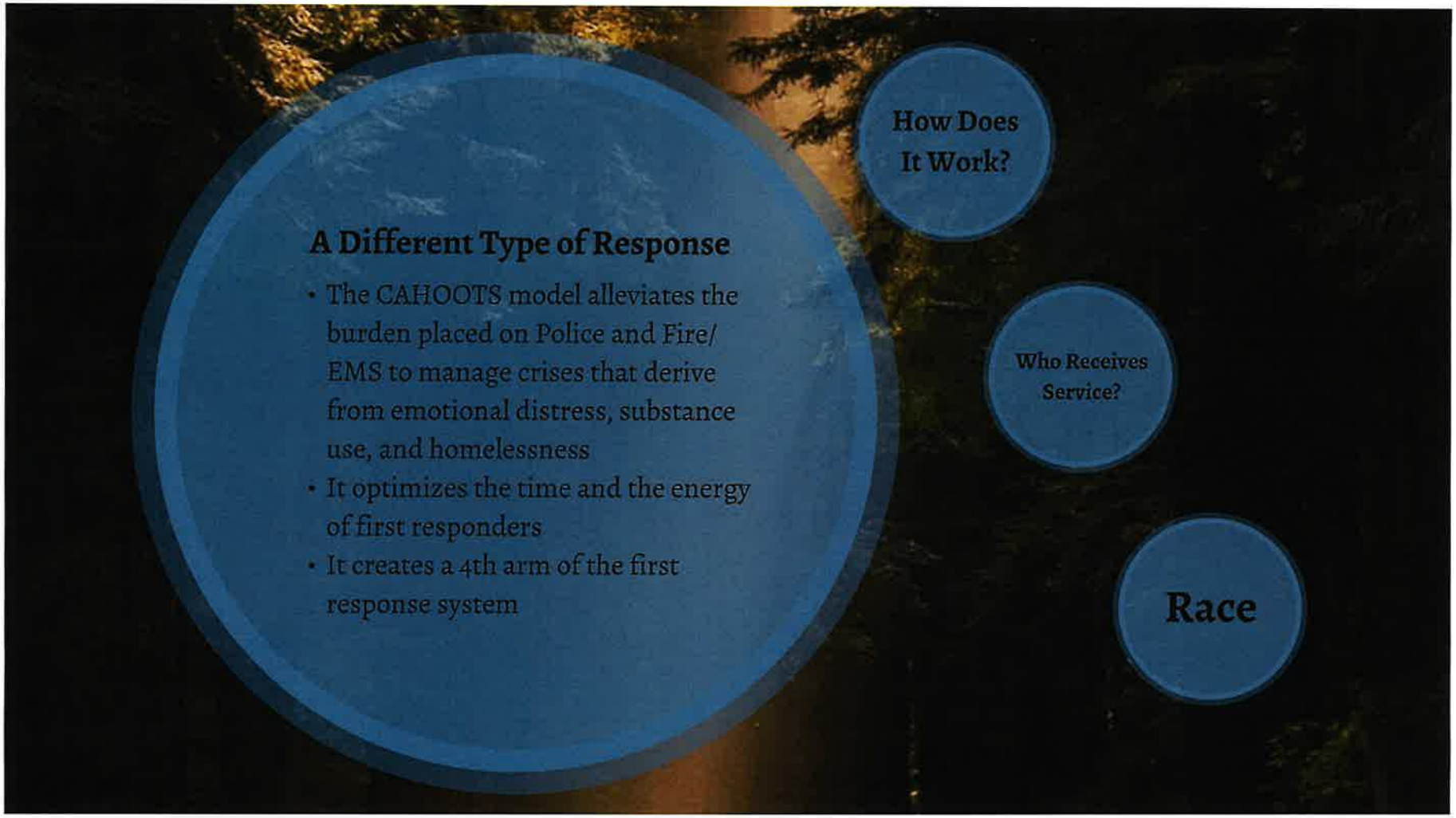
Photo by Ricardo Nagaoka for The Atlantic


A Different Type of Response
• The CAHOOTS model alleviates the burden placed on Police and Fire/ EMS to manage crises that derive from emotional distress, substance use, and homelessness
• It optimizes the time and the energy of first responders
• It creates a 4th arm of the first response system
How Does It Work?
Who Receives Service?
Race

The CAHOOTS Model and Race

- The CAHOOTS Model prevents police interaction with BIPOC experiencing mental health crises
- It does not rely on Western model of mental health
- It provides exciting, meaningful community work

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Supportive Service First Response

The CAHOOTS model is a non-emergency first response to residents experiencing mental health, substance use, and homelessness related crises.



- History
- Process
- Outcomes
- Numbers
- Comparisons

Common Interventions

- Crisis de-escalation
- Medical evaluations
- Transport to staffed services
- Referrals to ongoing care
- Conflict mediation
- Wellness checks on subjects down, suicidal individuals, and elderly adults
- Provide food and supplies to unhoused



Police Diversions

Medical Outcomes

CAHOOTS and Police

- Eugene PD estimates that CAHOOTS diverts 8-10% of their total calls
- In 2019, only 24 of all CAHOOTS calls resulted in police response with lights and sirens
- CY 2018: 86% of responses involved no police; 13% were requests to assist police

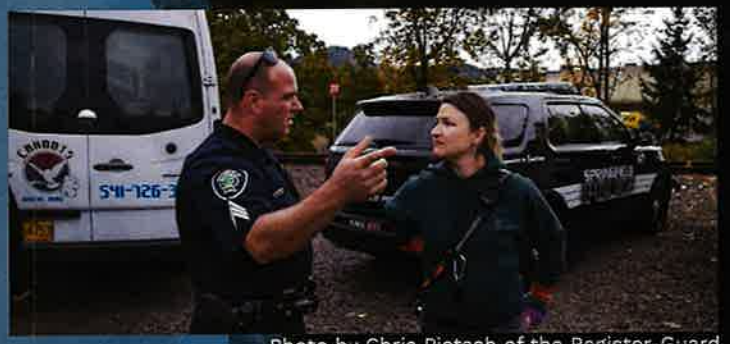

Photo by Chris Pietsch of the Register-Guard

Responses to Suicidality

Responses to Suicidality

- CY 2018: 69% of CAHOOTS suicide interventions were CAHOOTS only
  - 64% did not involve hospital visits
  - 36% of suicidal patients transported to ER
  - 6% of suicidal calls had EMS present
  - 25% of suicidal calls included police
- CY 2019: 7% of CAHOOTS calls involved suicidal ideation of some kind



Photo by Thomas Patterson for the Wall Street Journal

CAHOOTS and Police

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Photo by Chris Pietsch of the Register-Guard

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Police Diversions

Medical Outcomes

Medical Component of CAHOOTS

- CY 2017: Just under 3,000 ER diversions and over 2,000 ambulance diversions
- CY 2017: Just under 4,000 medical calls for service
- CAHOOTS save the local Fire/EMS, Medicaid CCO, and hospitals a combined $8.5 million per year



Photo by KVAL


Photo by Todd Cooper

Common Interventions

- Crisis de-escalation
- Medical evaluations
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Police Diversions

Medical Outcomes

Supportive Service First Response

The CAHOOTS model is a non-emergency first response to residents experiencing mental health, substance use, and homelessness related crises.



History

Process

Outcomes

Numbers

Comparisons

Calls for Service

- Eugene/Springfield population = ~230,00
- Eugene/Springfield = 2 x Antioch Population
- CAHOOTS responded to 29,087 calls in calendar year 2019
  - 22,496 in Eugene; 6591 in Springfield
  - Two 24-hour units and a 7-hour unit
- < 1% required police to respond



Photo by Todd Cooper



Photo by Ricardo Nagaoka for The Atlantic

Supportive Service First Response

The CAHOOTS model is a non-emergency first response to residents experiencing mental health, substance use, and homelessness related crises.



History

Process

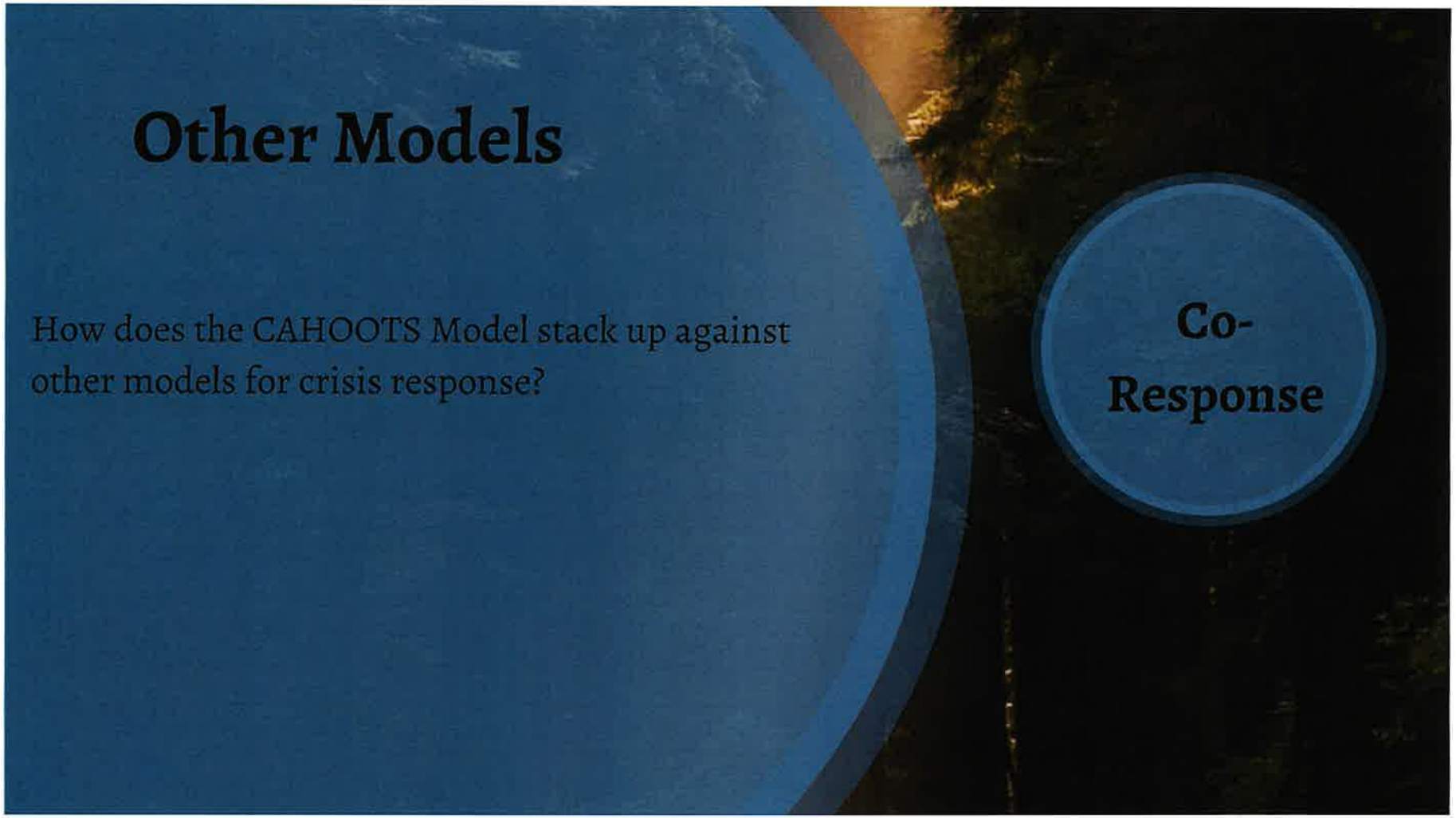
Outcomes

Numbers

Comparisons

Other Models

How does the CAHOOTS Model stack up against other models for crisis response?



Co-Response Model

- The CAHOOTS Model does not use involuntary holds
- It has medical component
- It is cheaper
- It is more flexible and accomplishes much of what co-response and police homeless outreach teams do
- It has higher potential for wider distribution



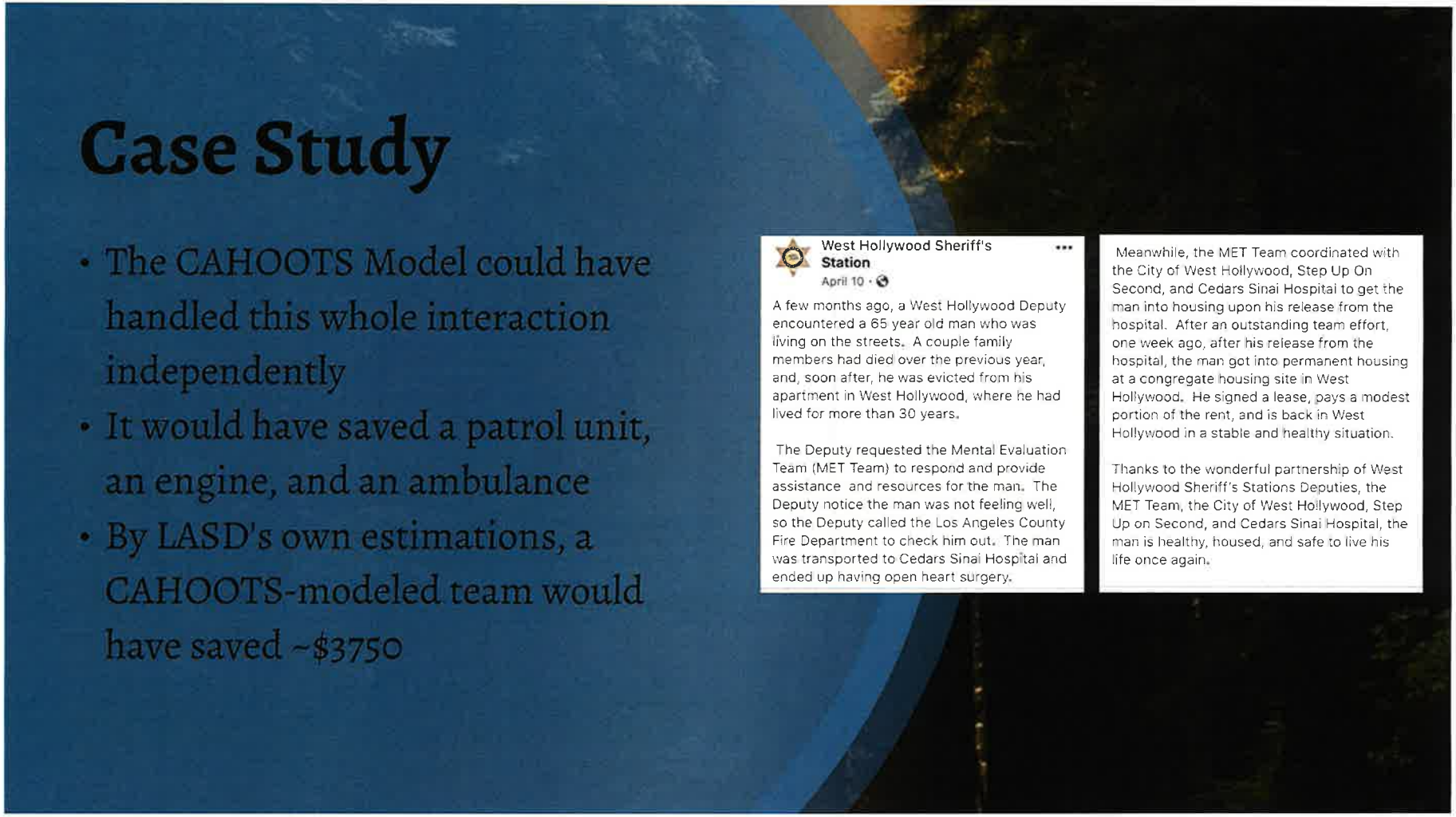
Photo by Sarah Reingewirtz of Los Angeles Daily News/SCNG

Example

Analogy

Case Study

- The CAHOOTS Model could have handled this whole interaction independently
- It would have saved a patrol unit, an engine, and an ambulance
- By LASD's own estimations, a CAHOOTS-modeled team would have saved ~$3750



West Hollywood Sheriff's Station
April 10 ·

A few months ago, a West Hollywood Deputy encountered a 65 year old man who was living on the streets. A couple family members had died over the previous year, and, soon after, he was evicted from his apartment in West Hollywood, where he had lived for more than 30 years.

The Deputy requested the Mental Evaluation Team (MET Team) to respond and provide assistance and resources for the man. The Deputy notice the man was not feeling well, so the Deputy called the Los Angeles County Fire Department to check him out. The man was transported to Cedars Sinai Hospital and ended up having open heart surgery.

Meanwhile, the MET Team coordinated with the City of West Hollywood, Step Up On Second, and Cedars Sinai Hospital to get the man into housing upon his release from the hospital. After an outstanding team effort, one week ago, after his release from the hospital, the man got into permanent housing at a congregate housing site in West Hollywood. He signed a lease, pays a modest portion of the rent, and is back in West Hollywood in a stable and healthy situation.

Thanks to the wonderful partnership of West Hollywood Sheriff's Stations Deputies, the MET Team, the City of West Hollywood, Step Up on Second, and Cedars Sinai Hospital, the man is healthy, housed, and safe to live his life once again.

Co-Response Model

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Photo by Sarah Reingewirtz of Los Angeles Daily News/SCNG

Example

Analogy

Para-clinical and Paramedicine

- Paramedics are not doctors
- They are able to assess if someone needs to see a doctor
- CAHOOTS crisis workers are not licensed clinicians
- They are para-clinical and are able to assess when someone need to see a licensed clinicians



Photo by Thomas Patterson for the Wall Street Journal

Co-Response Model

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Photo by Sarah Reingewirtz of Los Angeles Daily News/SCNG

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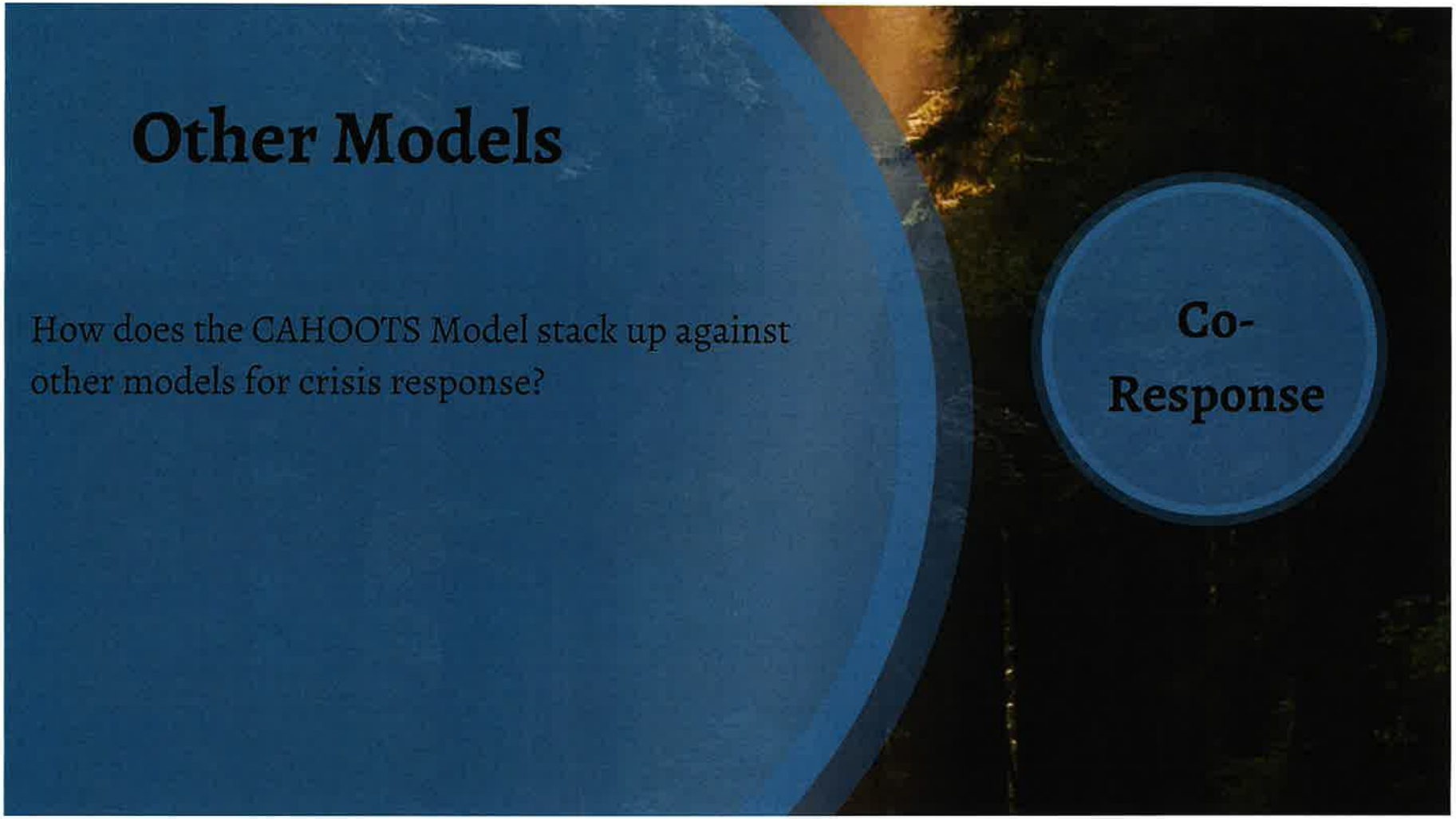

Supportive Service First Response

The CAHOOTS model is a non-emergency first response to residents experiencing mental health, substance use, and homelessness related crises.



- History
- Process
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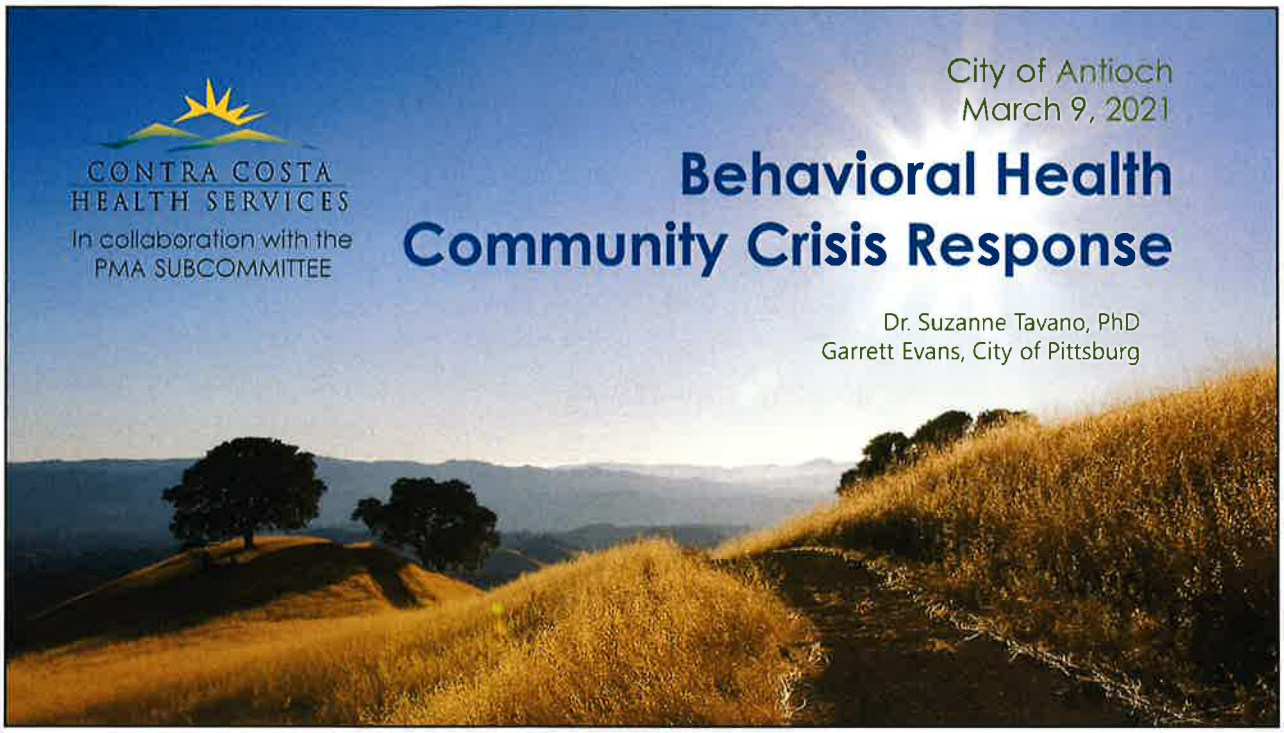
Crisis Assistance Helping Out on the Streets (CAHOOTS)

A New Model for First Response

What It Is



Photo by Thomas Patterson for the Wall Street Journal


CONTRA COSTA
HEALTH SERVICES
In collaboration with the
PMA SUBCOMMITTEE
City of Antioch
March 9, 2021
Behavioral Health
Community Crisis Response
Dr. Suzanne Tavano, PhD
Garrett Evans, City of Pittsburg

1


Behavioral Health Community Crisis Response
Collaborative Effort
JULY 2020
Mayors' Conference
PMA Team Formed
SEPTEMBER 2020
CCHS/PMA Outlines
Situation/Challenges
FEBRUARY 2021
PMA/CCHS Findings
and
Recommendations

2

Collaborative Partners

- Contra Costa Health Services
- PMA Team
- City and County Organizations
- Community Advocates
- Lived Experience Participants
- Multi-Agency, Multi-Sector Improvement Teams

3

Understanding the Context

- Resources and Programs
- County Crisis Teams
- Other Models
- National Guidelines and Best Practices

4

The Big Picture

Behavioral health issues are prevalent & increasingly recognized as a major area of need



1 in 5 adults experiencing behavioral health issues



Third most common EMS call



10,000+ involuntary psychiatric holds

5

Community Crisis Response Actions



Regional Collaboration



PMA Team



Best Practices

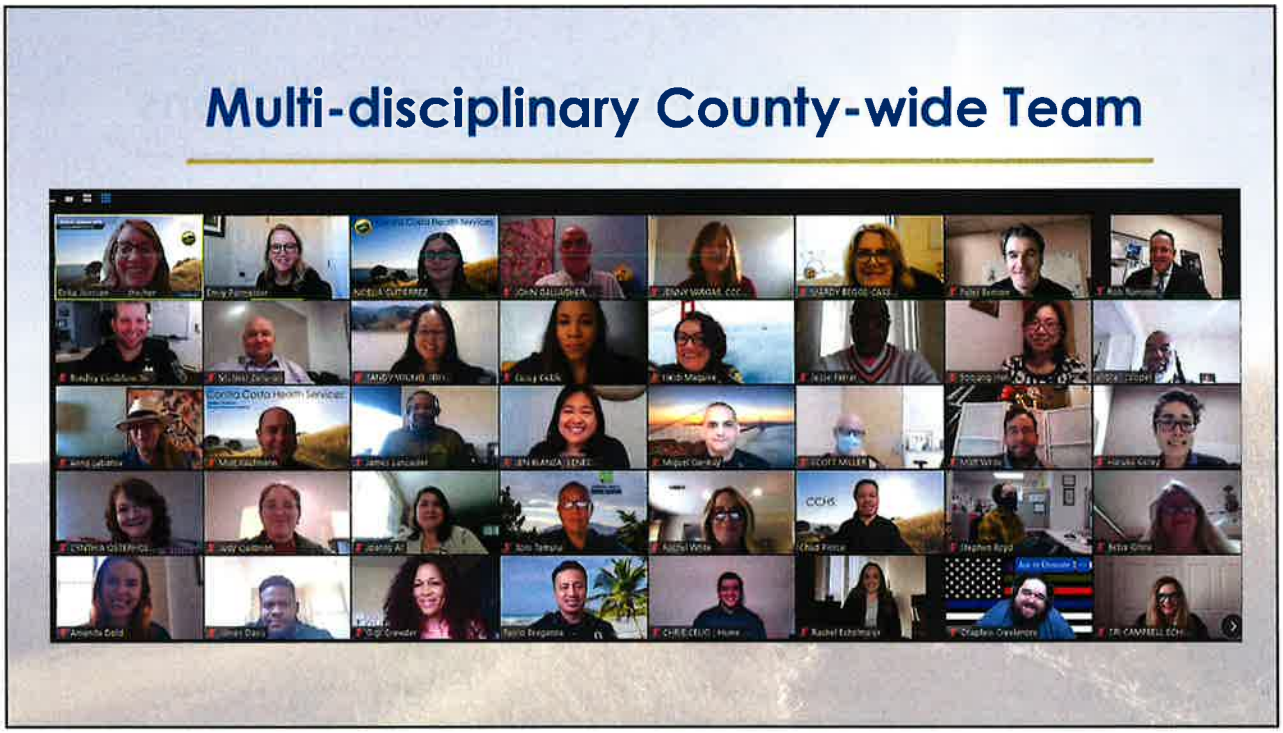


Value Stream Map

6


CONTRA COSTA HEALTH SERVICES
San Ramon
LAFAYETTE
Concord
CITY OF WALNUT CREEK
Community Crisis Response
Value Stream Mapping
WEBSITE: CCHEALTH.ORG/bhs/crisis-response

7


Multi-disciplinary County-wide Team

8

Lived Experience Themes



Cultural responsiveness training





Teams that reflect culturally diverse communities served

Peer and Family support at every level of service



Service with kindness, respect & dignity





9

Anyone

...Anywhere

...Anytime!

https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-services-executive-summary-02242020.pdf

10

10

Observations & Interviews

Team

PRE-CRISIS / BEFORE THE CRISIS	DURING THE CRISIS / CALL FOR HELP	CRISIS RESPONSE/ POST CRISIS

Observation / Interview Locations

PROVIDER CLINICS – KAISER, SUTTER, JOHN MUIR	ACCESS LINE	CCHP ADVICE RN, OTHER ADVICE RN LINES	911 – MEDICAL & LAW DISPATCH	EMERGENCY DEPARTMENT	MENTAL HEALTH EVALUATION TEAM	TRANSITION TEAM
MILLER WELLNESS	HEALTHCARE FOR THE HOMELESS	CORE HOMELESS OUTREACH TEAM	PSYCHIATRIC EMERGENCY DEPARTMENT	LAW ENFORCEMENT	FAMILY MEMBERS / LIVED EXPERIENCE	JUVENILE HALL
HUMES, NAMI, COMMUNITY-BASED ORGS	211	COUNTY CLINICS	FAMILY MEMBERS / LIVED EXPERIENCE		MOBILE RESPONSE TEAM (YOUTH)	MOBILE CRISIS RESPONSE TEAM
FAMILY MEMBERS / LIVED EXPERIENCE	DISCOVERY CENTER	DISCOVERY HOUSE			ALCOHOL AND OTHER DRUGS PROGRAMS	

11

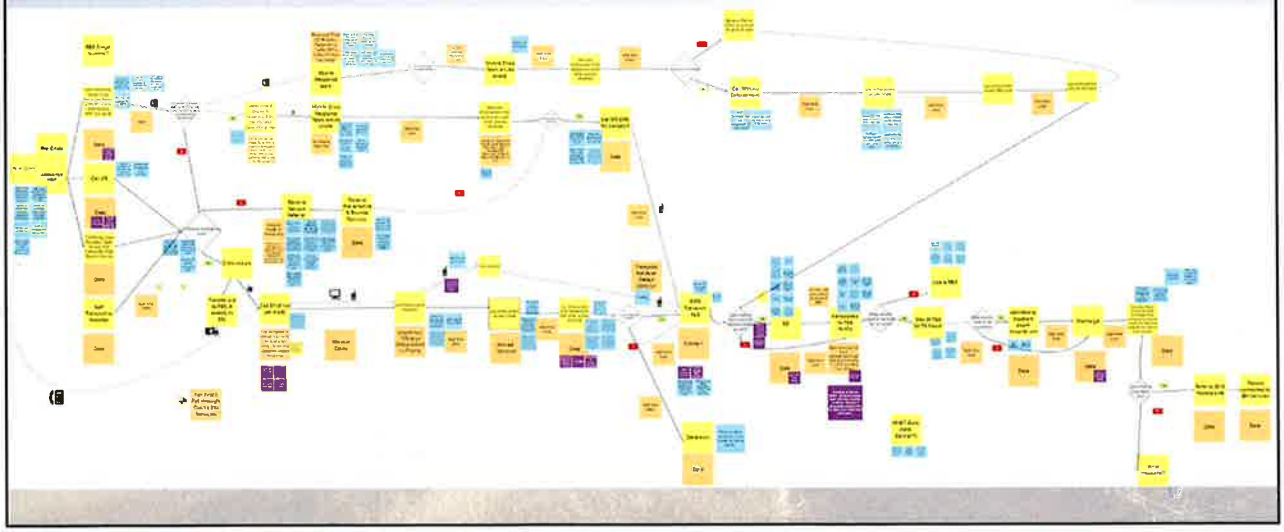
Current State Map

Blue = Waste

Yellow = Process Step

Orange = Data Cycle and wait times

Purple = Specific Data Points



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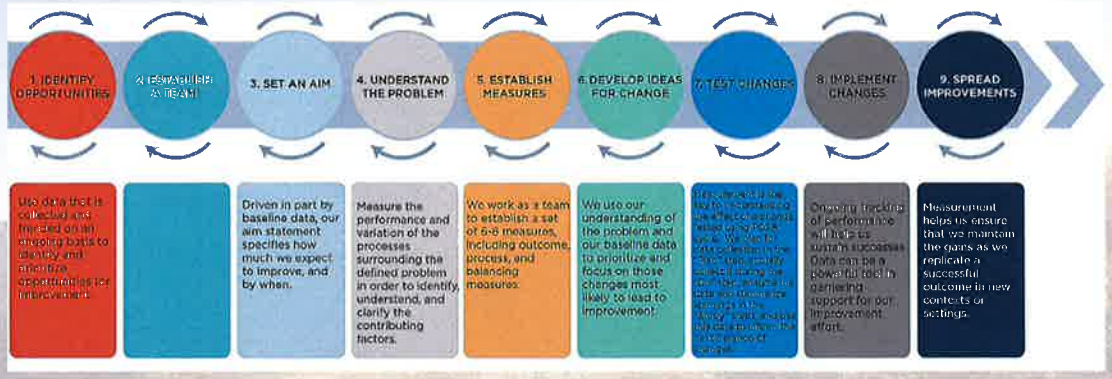
Improvement Journey Model



Retrieved from Network for Improvement & Innovation, 2021, Source: Lloyd, R. Quality Health Care: a guide to developing and using indicators. Jones & Bartlett Publishers 2004

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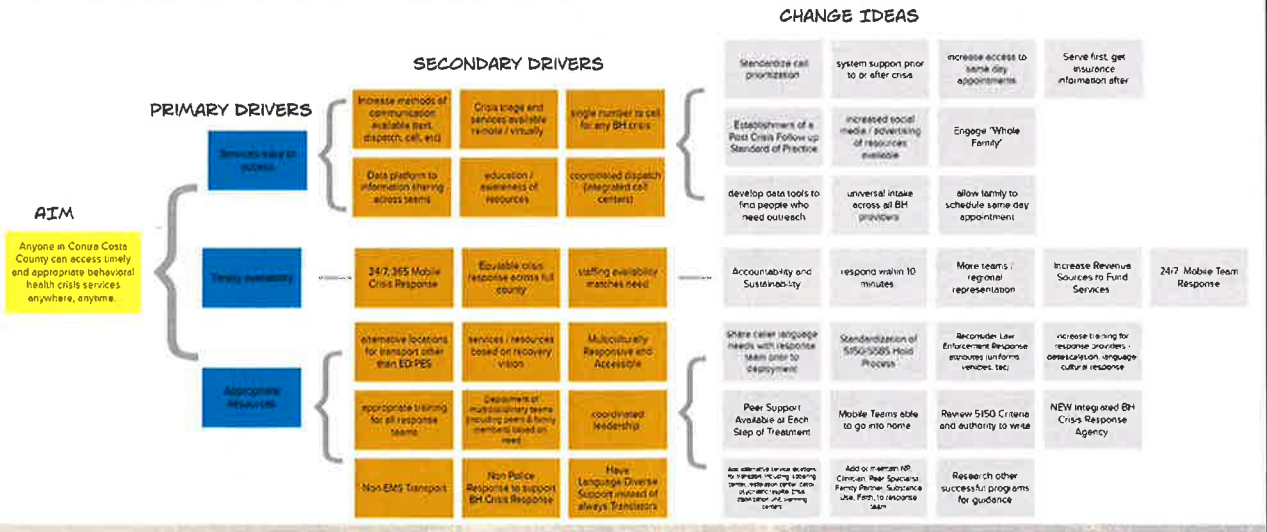
AIM: Anyone in Contra Costa County can access timely and appropriate behavioral health crisis services anywhere, anytime.



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COMBINED PROJECT AIM

Anyone in Contra Costa County can have anytime access to an established, coordinated, integrated, timely, centralized process whereby community members can get a culturally and ethnically sensitive response tailored to their unique behavioral health crisis needs.

S	M	A	R	T
SPECIFIC Identifying the who, what, when, and where of the goal.	**MEASURABLE** Using metrics to track progress of the goal.	**ATTAINABLE** Making the goal actionable or putting the goal into reality from an ideal state.	**RELEVANT** Ensuring that the goal is relevant to your daily work or relatable to your organization's key priorities.	**TIME-BOUND** Ensuring that the goal has a timeline or a deadline.

15

Family of Measures - Measure data to show if you are improving toward your goal and to help explain why. For each of these measures, you will create a run chart

1. Outcome Measure	•Measures progress toward your S.M.A.R.T. goal - indicates how the process is performing
2. Process Measure	•Reflects how the new process you have developed is working •Are the steps performing reliably as planned?
3. Balancing Measure	•Looks at whether the project may have unintended consequences

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Draft PIA Aims

- **Single phone number/ Mobile 24-7 response team-** By January 2022, 75% of individuals who call 988 for a mental health crisis and need a mobile response will get one within 45 minutes anywhere and anytime.

- **Non-police mobile crisis team** - That by Jan 1st, 2022, all community members calling for a Mental Health crisis could have access to a Non-Police response considering conditions are met around safety and the ability to provide the necessary MH/former law enforce services??

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Priority Improvement Areas



Single Phone Number



Mobile 24/7 Response



Non-Police Mobile Crisis Team



Alternate Destinations

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Design Team Members

- Police Services Manager, Walnut Creek
- CCHS Behavioral Health, Office for Consumer Empowerment (OCE)
- Executive Director, NAMI Contra Costa
- Contra Costa County Mental Health Commission
- Lived Experience
- City of Concord Police Department
- Sr. Administrative Analyst, City Manager's Office, Pittsburg
- San Ramon Police Department
- San Pablo Police Department
- CCRMC, Health Centers & Detention Health, Performance Improvement
- CCHS Behavioral Health Integration Services Manager
- CCHS Mental Health
- CCHS Central County Adult Behavioral Health
- CCHS IT and Innovation
- Medical Director, Contra Costa County Fire Protection District
- Fire EMS Chief, Contra Costa County Fire Protection District
- CCHS Health Housing & Homeless
- Program Director, Seneca Family of Agencies
- CCHS Mental Health Services

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Next Steps

JANUARY-MARCH 2021
Refine AIMs and Priority Areas

- Final Aims and Prioritization
- Finalize plan for RIE Learning Collaborative
- Data Collection
- Identify RIE Participants
- Prepare RIE Teams

MARCH – MAY 2021
Rapid Improvement Learning Collaborative

- Learning Session RIE #1 Week of March 22nd (4 Days)
- Learning Session RIE #2 Week of April 19th (4 Days)
- Learning Session RIE #3 Week of May 17th (4 Days)

SUMMER/FALL 2021
Phased Implementation

- Rapid Improvement Event
- Learning Collaborative FINAL REPORT OUT
- TBD Week of June 7th ?
- Prioritize Recommendations, Select Pilot Sites

2022
Refine, Spread and Scale

20



21

Mobile Response Services

Forensic Mental Health Services
Mobile Crisis Response Team
(MCRT)

Mobile Response Team for Youth and Families
(MRT)

CONTRA COSTA HEALTH SERVICES

SENECA
FAMILY OF AGENCIES | UNCONDITIONAL CARE

1

1

Forensic Mental Health Services

Mobile Crisis Response Team (MCRT)

Need Assistance Today:
(833) 443-2672

For more information:

Marie Scannell, Ph.D.,
Program Manager
(925) 246-3378

Natalie Dimidjian, LCSW,
Program Supervisor
(925) 499-5386

CONTRA COSTA HEALTH SERVICES



2

2

Mobile Crisis Response Team

What is MCRT

A same day specialty mental health service in the Adult System of Care designed to have mental health providers respond to adults experiencing a psychiatric crisis in the community in all regions of Contra Costa County.

Who Responds

Licensed Mental Health Clinicians and Mental Health Community Support Workers.

Hours of Operation

Monday to Friday 8:00 a.m. – 10:30 p.m.
Saturday, Sunday, & Holidays 8:30 a.m. – 5:00 p.m.

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3

3

Mobile Crisis Response Team

Who do we serve

- Adults with severe mental illness
- Adults with co-occurring substance use and mental health issues
- Adults with Medi-Cal, private insurance, or uninsured

4

4

Mobile Crisis Response Team

What are the goals

- The primary goals of the Forensics Mental Health Mobile Crisis Response Team are to de-escalate the crisis, prevent psychiatric hospitalizations/PES encounters, provide evaluation for 5150, engage in safety planning, and provide linkage to mental health services.
- If necessary, the Licensed Mental Health Clinical Specialist will initiate and write a 5150 psychiatric hold if the situation cannot be stabilized.

What does MCRT do

- Respond in the community to psychiatric crisis calls in partnership with local Police Departments and the Office of the Sheriff
- Provide risk assessments for Suicidal Ideation, Homicidal Ideation, and Grave Disability
- Provide Crisis Intervention, De-Escalation & Stabilization
- Provide 30-day linkage support services to Mental Health resources
- Provide Peer & Family Support

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Mobile Crisis Response Team – *Referral Process*

Step 1: Call MCRT at 833-443-2672

Referral source will call the Mobile Crisis Response Team at *(833) 443-2672* to speak with a Mental Health Clinician and/or Mental Health Community Support Worker to initiate a same day MCRT response.

Step 2: Intake Process

Provide MCRT Staff pertinent demographic information, phone number, address, immediate safety needs, and any known mental health history.

MCRT Staff will determine if a field response will be made based on current calls and presenting problems.

Step 3: Field Response

MCRT and the local Police Department or Office of the Sheriff will meet at the location of the psychiatric crisis and coordinate a response.

6

6

Mobile Crisis Response Team

MCRT & Law Enforcement Coordination

Once on location of the psychiatric crisis, MCRT Staff will conduct a psychiatric evaluation.

MCRT Staff will make attempts to de-escalate and stabilize the situation.

If de-escalation and stabilization is unsuccessful, MCRT staff will notify the Officer present if a 5150 psychiatric hold will be initiated. The Officer present on standby will be asked to call AMR for the client to be transported to Psychiatric Emergency Services (PES) located at Contra Costa Regional Medical Center in Martinez, CA.

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Mobile Crisis Response Team

Ineligible Population

Due to the nature of MCRT, these are some examples of populations that are not likely to be served: If consumer is presenting **primarily** with...

- Age related cognitive decline (Dementia or Sundowning Syndrome)
- Intellectual Disabilities
- Primarily Domestic Violence
- Substance abuse without primary mental health diagnosis
- Individual in the act of committing a crime, active violence, and/or attempting suicide

CONTRA COSTA HEALTH SERVICES

8

8

Mobile Response Team for Youth and Families (MRT)

Serving Contra Costa County Children

SENECA

Mobile Response Team

Need Assistance Today?

877-441-1089

Hablamos Español



CONTRA COSTA HEALTH SERVICES

9

9

Mobile Response Team for Youth & Families

What does MRT do



Stabilize

Provide crisis counseling and attempt to stabilize out of control situations

Assess

Assess the need for hospitalization and assess the need for a WIC 5150/5585 application

Safety Plan

Work with the youth and caregivers to develop a safety plan to limit current and future crises

Collaborate

Work collaboratively with existing treatment team members

Link

Link the youth to further mental health services where appropriate, including Wraparound, psychotherapy, support groups, other community supports, etc.

Provide

Provide in-person crisis support to families in need between 7am-11pm, Monday-Friday, and 11am-9pm on weekends; 24-hour phone support

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Mobile Response Team for Youth & Families

Who do we serve;
Who is Eligible for MRT

All children and adolescents who live in Contra Costa County are eligible for crisis support, and those with Medi-Cal or who are uninsured can access ongoing support

Clients 0 – 17 years old, or 18 – 21 years old (if they are connected to TAY, have an identified support person for transfer of care or open to getting linked to long term TAY services)

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Mobile Response Team for Youth & Families

When do families or youth typically call MRT?

- The youth is threatening suicide.
- The youth is severely depressed and needs support in order to avoid being put on an involuntary psychiatric hold.
- The youth is verbally threatening to hurt someone.
- The youth is throwing objects at people and is out of control.
- The youth is threatening to run away.
- The youth is a danger to their self or others.



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Mobile Response Team for Youth & Families

How do families and community members access MRT?

- Just call our 24-hour support line: 877-441-1089
- Service Providers with non-urgent referrals may email us at MRTReferrals@senecacenter.org
- If you're confused or want to talk about a potential referral, call the support line at any time

What happens when you call MRT

- You'll reach a recorded message, prompting you to choose a language (English or Spanish) and your reason for calling (crisis or non-crisis referral)
- Your call will automatically be routed to a crisis clinician
- The crisis clinician will ask for identifying information about the youth and the caller's contact information, and immediate safety information

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Mobile Response Team for Youth & Families

Role of Crisis Clinician

- Receive crisis calls through the support line & screen for immediate safety concerns. Support family to call law enforcement if imminently unsafe situation is in progress; travel to location to support the crisis
- Assess youth in-person for immediate safety concerns and ability to stabilize/safety plan. Attempt to stabilize and safety plan
- Call law enforcement to write the 5150/5585 hold for a youth that needs further stabilization/assessment by a psychiatrist at PES
- Collaborate with law enforcement and share clinical assessment information to relay justification for needing a 5150/5585 hold
- Facilitate the interaction with law enforcement and support the family through the interaction

Role of Law Enforcement

- Respond to calls from families or MRT clinicians when imminent safety concerns are present
- Write 5150/5585s for youth requiring a psychiatric hold & coordinate ambulance transport

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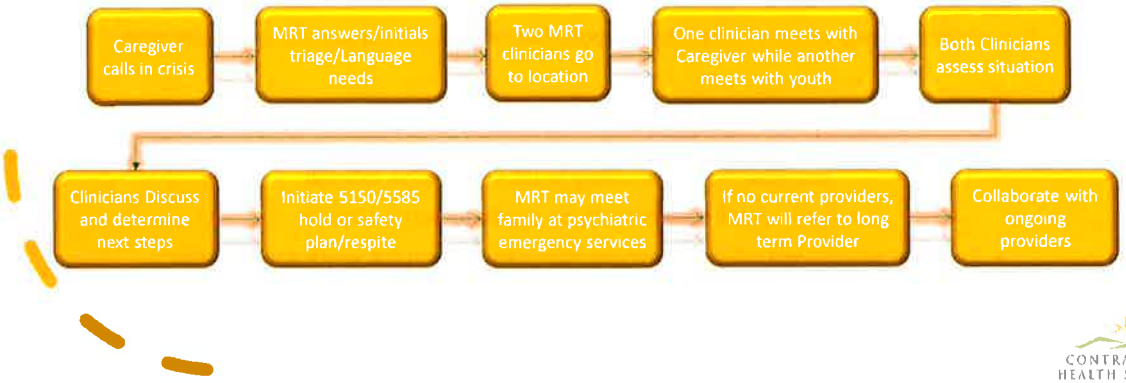
Mobile Response Team for Youth & Families

Caregiver Crisis Call



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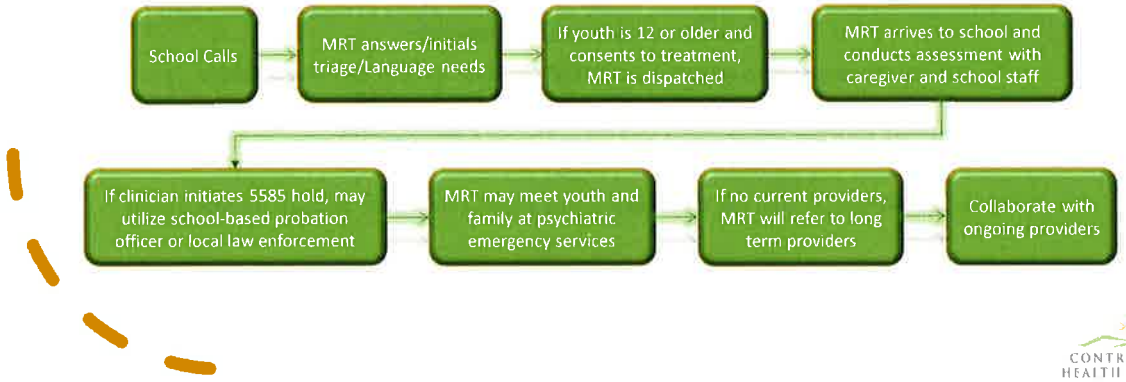
Mobile Response Team for Youth & Families

School Crisis Call



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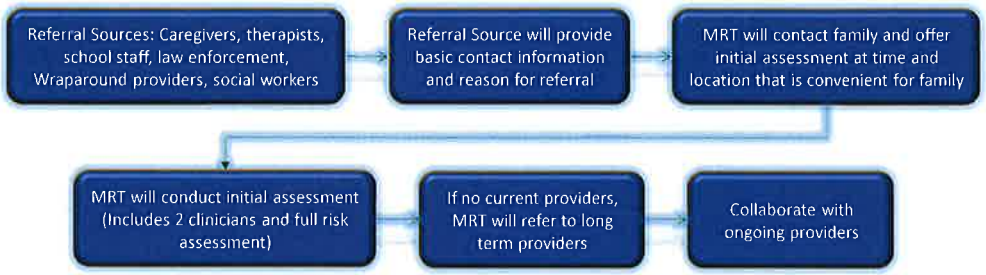
Mobile Response Team for Youth & Families

MRT Referral Process



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17

17

Mobile Response Team for Youth & Families

Other Helpful Information

- Families utilize MRT as frequently as needed while the youth is eligible
- While families are offered follow-up appointments, MRT is a crisis stabilization service and the families determine when and how often they utilize MRT
- MRT may engage family partner to provide brief case management and support to families



CONTRA COSTA HEALTH SERVICES

18

18

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Fortner, Police Lieutenant

APPROVED BY: Tammany Brooks, Chief of Police

SUBJECT: Community Camera System at 18th Street and A Street with Sole Source Justification Request

---

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the following actions:

1. Approve the sole source request for purchase of additional community cameras from Odin Systems Inc. and Vigilant Solutions (via Lehr Auto Electric); and

2. Authorize the City Manager to negotiate and execute a purchase agreement with Odin Systems Inc. in an amount not to exceed $21,398.43, and with Vigilant Solutions (via Lehr Auto Electric) in an amount not to exceed $102,339.94; and

3. Authorize the City Manager to negotiate and execute a purchase agreement with I.C.R. Electric in an amount not to exceed $18,633.

FISCAL IMPACT

The fiscal impact for the purchase of a community camera system (1 pan-tilt-zoom and 2 stationary cameras), supporting equipment and installation would be $21,398.43.

The fiscal impact for purchasing an Automatic License Plate Recognition system (7 ALPR cameras), supporting equipment and installation would be $102,339.94.

The fiscal impact for I.C.R. Electric to install and provide the necessary power needs to the location for both the ALPR cameras and the community cameras would be $18,633.00.

The expenditure is included in the approved fiscal year 2020/21 Police Department budget.

DISCUSSION

Background

The City of Antioch currently has a community camera system in place that utilizes cameras to monitor areas such as the Marina, Knoll Park, City Hall, Community Park (Worth Shaw Sports Complex), Community Center, Antioch Water and Skate Park, the Sycamore Drive Corridor, and the intersections of Cavallo Road at East 18TH Street, and Lone Tree Way at Deer Valley Road. These cameras bring a sense of safety to the citizens who frequent these areas and provide Law Enforcement an additional tool for solving and reducing crime. The expansion of this program within the A Street and 18TH Street intersection would provide the residents and businesses a sense of security, while serving as a crime deterrent and crime solving tool for the police department in this challenged area. The cities of Pittsburg and Brentwood utilize numerous community cameras and ALPR cameras within their jurisdiction that have been instrumental in reducing crime and improving the quality of life within the covered areas. Odin Systems Inc. has installed most of these cameras for the City of Antioch and the infrastructure to add additional cameras is already in place.

The Antioch Police Department has operated patrol vehicles with mobile automatic license plate recognition (ALPR) cameras for numerous years. Currently, the police department deploys six patrol vehicles outfitted with mobile ALPR technology that were purchased and installed by Vigilant Solutions (via Lehr Auto Electric). The City of Antioch purchased and installed stationary ALPR cameras in the Sycamore Drive corridor (in 2016), on Cavallo Road at East 18TH Street (in 2017), and most recently on Lone Tree Way at Deer Valley Road (in 2020), also from Vigilant Solutions (via Lehr Auto Electric). The data captured by these ALPR cameras has been crucial in the recovery of stolen and/or wanted vehicles. The data has also helped solve numerous critical criminal cases and locate dangerous wanted subjects. It has also provided vital investigative leads and information that reduces staff hours that would normally be needed to follow-up on inaccurate leads.

Analysis

The intersection of A Street and 18TH Street is a heavily traveled intersection that is surrounded by shopping plazas, banks, restaurants, residential homes, and other miscellaneous businesses. Currently, there are eight (8) schools in less than a mile radius of this intersection. This intersection is an arterial thoroughfare that rests on the Beat 1 and 2 border and services the residents and commuters in central Antioch. The intersection serves as a hub delivering traffic south to Highway 4, north to the historical downtown district, east to the City of Oakley, and west towards the County Fairgrounds.

In 2020, within a half-mile radius, the intersection of A Street and 18TH Street had three-hundred and eight (308) reported crimes which were identified as Part 1 crimes (including violent crimes). The area has also consistently produced a high volume of calls for service (5,775 CFS) requiring a police response.

Within a one-mile radius, there were eight-hundred and eighty-seven (887) reported Part 1 crimes (including violent crimes) with 18,088 calls for service requiring a police response.

There are several options available as it relates to the types of cameras that could be purchased such as stationary/fixed cameras, pan-tilt-zoom (PTZ) cameras and Automatic License Plate Recognition (ALPR) cameras. These cameras could be used in many different configurations based on the need for the specific location. The abilities of each type of camera are as follows:

- **Stationary/Fixed**: These are video cameras that are fixed and cover only the area the camera is pointed in.
- **Pan-Tilt-Zoom (PTZ)**: These cameras have the ability to be remotely controlled 360 degrees in any direction. They can also zoom in and out at the user's discretion.
- **Automatic License Plate Recognition (ALPR)**: These are a different type of camera that uses reflective technology to capture license plate numbers of vehicles. As the system captures the license plate number, it simultaneously takes a snapshot of the license plate as well as the rear half of the car. The license plate is then checked against several law enforcement databases to include the Stolen Vehicle System database as well as local records to see if the car is wanted or the license plates are reported stolen.

With the stationary and PTZ systems, an authorized user would have the ability to log into a computer and remotely view all the cameras as well as operate the PTZ cameras. The system can also produce copies of recorded video for law enforcement use for reasons such as investigating crimes or filing cases with the District Attorney's office. Footage may also be used to resolve claims against the City.

There is also an option for an authorized user to view and operate these cameras from a mobile device or tablet.

ALPR cameras have proven to be an excellent crime fighting tool. In 2017, six (6) ALPR cameras, and three (3) community cameras were installed at the intersection of Cavallo Road and East 18TH Street. These cameras have been instrumental in locating numerous stolen vehicles and providing officers with license plate information that has assisted in the investigation of numerous crimes in this area. In 2019 and 2020, the camera system at this location captured two homicides. The system provided crucial video evidence that was used to identify the suspects and take them into custody.

Currently, in central Antioch, there is not a technological asset/community camera system at an intersection/roadway supporting the safety and security of the community. Placing the cameras in this identified location would allow the license plate data of any vehicle traveling through this intersection in any direction to be captured as well as surveillance video that could capture crimes in progress as

well as deter crimes from occurring. The collected video and license plate data could be used to further criminal investigations or to locate and recover stolen vehicles.

Conclusion

The Antioch Police Department recommends community cameras (PTZ and stationary) and ALPR cameras be installed at specific locations to further increase the safety for the people that live and travel through this area and provide them with a greater sense of security.

These systems give law enforcement a great tool and resource to help solve and decrease crime in this area, provide real-time and historical crime information, and may reduce staff hours needed during the course and scope of criminal investigations.

ATTACHMENTS

A. Resolution
Exhibit 1 to Resolution – ODIN Systems Inc. Quotation
Exhibit 2 to Resolution – Vigilant Solutions, LLC/LEHR Quotation
Exhibit 3 to Resolution – I.C.R. Electric Quotation

ATTACHMENT A

RESOLUTION NO. 2021/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE SOLE SOURCE REQUESTS FOR THE PURCHASE OF COMMUNITY CAMERAS FROM ODIN SYSTEMS INC, AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS FROM VIGILANT SOLUTIONS (VIA LEHR AUTO ELECTRIC) AND I.C.R. ELECTRIC FOR INSTALLATION AT THE INTERSECTION OF 18TH AND A STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASING AGREEMENTS

WHEREAS, the City of Antioch currently has a community camera system in place that utilizes cameras to monitor key locations such as the Marina, Knoll Park, City Hall, Community Park (Worth Shaw Sports Complex), Community Center, Antioch Water and Skate Park, Sycamore Drive corridor, the area of Lone Tree Way at Deer Valley Road, and the area of Cavallo Road at East 18TH Street. These cameras bring a sense of safety to the citizens who frequent these areas and provide Law Enforcement an additional tool for solving and reducing crime;

WHEREAS, the intersection of A Street and 18TH Street is a heavily traveled high-capacity suburban roadway that serves as an arterial thoroughfare servicing the residents and commuters in central Antioch, and the intersection is situated in a busy business/school district and it is surrounded by pockets of densely populated residential homes, and historically the area has generated a large volume of calls for service requiring police to respond;

WHEREAS, the expansion of the community camera program to the intersection of A Street and 18TH Street would provide residents and travelers with an additional sense of security, and could serve as a crime deterrent and crime solving tool for the police department in this area;

WHEREAS, the Antioch Police Department has determined that a combination of stationary cameras, pan-tilt-zoom (PTZ) cameras and automatic license plate recognition (ALPR) cameras would be the most effective deployment of resources in the A Street and 18TH Street area;

WHEREAS, Odin Systems Inc. offers state of the art, high quality wireless PTZ and stationary security camera systems that are currently in use by the City of Antioch in various locations to include the corridor of Sycamore Drive and L Street, the intersections of Cavallo Road and East 18TH Street, and Lone Tree Way and Deer Valley Road, the Marina, Knoll Park and the areas surrounding the Community Center;

WHEREAS, Odin Systems Inc. utilizes a proprietary wireless communication software that is not available to any other vendor;

WHEREAS, Lehr Auto Electric is the exclusive vendor for Vigilant Solutions brand ALPR cameras, which are already in use on six Antioch Police patrol vehicles in a mobile

version as well as stationary/fixed cameras in the Sycamore Drive corridor and Cavallo Road corridor; and

WHEREAS, I.C.R. Electric would complete the installation of both the ALPR and Community Camera systems.

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

1. The sole source request for purchase of community cameras from Odin Systems, Inc. and Vigilant Solutions (via Lehr Auto Electric) is hereby approved.

2. The City Manager or his designee is authorized to negotiate and execute a purchase agreement with Odin Systems, Inc. in an amount not to exceed $21,398.43 in a form approved by the City Attorney.

3. The City Manager or his designee is authorized to negotiate and execute a purchase agreement with Vigilant Solutions via Lehr Auto Electric in an amount not to exceed $102,339.94 in a form approved by the City Attorney.

4. The City Manager or his designee is authorized to negotiate and execute a purchase agreement with I.C.R. Electric in an amount not to exceed $18,633.00 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 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT 1
FS

ODIN SYSTEMS INC.

6642 MERCHANDISE WAY
UNIT 200
DIAMOND SPRINGS, CA 95619

DATE	ESTIMATE #
1/7/21	1889

ODIN SYSTEMS, INC.

BILL TO:

City of Antioch
PO Box 5007
Antioch, CA 94531-5007

TERMS	PROJECT
Due on receipt	18th and A St.

ITEM	DESCRIPTION	QTY	COST	TOTAL
ODIN- CLSRCAM-5	Odin City Link short range 5Ghz w/ battery backup, filtration and cooling.	1	6,100.00	6,100.00
MX-M16A	M16 camera module (body) for connecting one or two sensor modules	1	1,350.00	1,350.00
CAM-PAN-WVS1531LN	1080P H.265 OUTDOOR BOX CAMERA W/IR LED	2	950.00	1,900.00
CAM-PAN-WVX6533LN	1080p Outdoor PTZ Network camera, H.265,	1	4,080.00	4,080.00
Pole Mount Adapter		4	125.00	500.00
Pre Config	Manufacturing,Assembly, and testing hardware	8	150.00	1,200.00
Installation	Installation of hardware	10	350.00	3,500.00
Pre Config	Manufacturing,Assembly, and testing hardware	2	150.00	300.00
MIL-XPETDL	XPROTECT EXPERT DEVICE CHANNEL LICENSE	4	270.00	1,080.00
Note	All material is to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders. Exclusions: Permit Fees or Inspections		0.00	0.00

ODIN SYSTEMS, INC.

PHONE #	FAX #	WEB SITE	SALES TAX (9.25%)	$1,388.43
619-850-8901	562-684-0701	www.odinsystems.com	**TOTAL**	$21,398.43

EXHIBIT 2

Quote For:

Antioch Police Department

Reference:
18th and A N/S/E/W

Quote By:

Lehr
Mike McGee

Date: 10-26-20

VIGILANT SOLUTIONS

Be Smart. Be Safe. Be Vigilant.

Vigilant Solutions is about protecting officers, families and communities. Vigilant is about saving lives – creating innovative and essential intelligence solutions for law enforcement that enhance policing efforts. Intelligence can solve crimes, prevent crimes before they occur, and improve safety for officers and the public that they serve and protect. Vigilant's solutions are designed to collect, organize and share data to credentialed law enforcement personnel, making intelligence actionable and readily accessible.

WHAT WE DO:



OUR PRODUCTS:

- License Plate Recognition (LPR) Data and Analytics
- Fixed and Mobile LPR Cameras
- Facial Recognition
- Ballistics Analysis
- Crime Mapping and Analytics
- Campus Safety Solutions
- Parking Enforcement Solutions
- Corporate Security Solutions

	Lehr **4707 Northgate Blvd.** **Sacramento, California 95834** **(P) 916-267-5547**	

Issued To:	Antioch Police Department - Attention: John Fortner	Date:	10-26-20
Project Name:	18th and A N/S/E/W	Quote ID:	MFM-0484-01

PROJECT QUOTATION

We at Lehr are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(7)	VSF-025-RHD	**Vigilant Fixed LPR ReaperHD Camera with Sun Shield - 25mm Lens with Camera Cable - Standard ReaperHD Camera** Hardware: • Dual-lens camera with infrared LEDs for plate illumination up to 75' capture distance • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 30' camera cable included Software: • Direct connect to Vigilant's nationally hosted LEARN LPR data server o Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting o Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		**$62,965.00**

Qty	Item #	Description
(1)	VSBSCSVC-03	**Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments** • Managed/hosted server account services by Vigilant o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for 31-60 total camera units • Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		**$2,800.00**

Qty	Item #	Description
(1)	TAS-UL	**Target Alert Service - LPR Alert Delivery Software - Unlimited User** • Real Time LPR notification and mapping software sends LPR alerts to any in-network PC • Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. • Server Client software compatible with all Vigilant CDFS applications
Subtotal Price (Excluding sales tax)		**$0.00**

Qty	Item #	Description
(7)	SSUPSYS-COM	**Vigilant System Start Up & Commissioning of 'In Field' LPR system** • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		**$6,125.00**

Qty	Item #	Description
(1)	VSPTRVL-01	**Vigilant Certified Partner Travel via Client Site Visit** • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		**$650.00**

Qty	Item #	Description
(7)	VS-SHP-02	**Vigilant Shipping Charges** • Applies to each fixed camera LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		**$385.00**

Qty	Item #	Description
(1)	VS-FX-UNI-POLE-WALL-BRKT_REV_B	**Fixed LPR Camera Bracket** • Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B • UPR ARM ASSY POLE & WALL MOUNT BLK
Subtotal Price (Excluding sales tax)		**$350.00**

Qty	Item #	Description
(3)	VS-FX-DUAL-BRKT-ASSY	**Dual Fixed Camera Wall Mount Bracket** • Wall Mount for (2) Fixed Cameras • Dual Fixed Camera Wall Mount Bracket
Subtotal Price (Excluding sales tax)		**$1,200.00**

Qty	Item #	Description
(4)	BCAV1F2-C600	**Vigilant Fixed Camera Communications Box** • Manages power and communications for up to four (4) Vigilant fixed LPR cameras • Includes modem for communication with cellular carriers o SIM Card not included
Subtotal Price (Excluding sales tax)		**$19,200.00**

Qty	Item #	Description	
(1)	TAX	**LOCAL TAX RATE 9.25%**	
			$8,664.94

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. All software to have standard one (1) year warranty for manufacturer defects.
7. Compliance to local codes neither guaranteed nor implied.
8. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Mike McGee - 925-303-9513 - mmcgee@lehrauto.com

Total Price	**$102,339.94**

EXHIBIT 3

December 16, 2020

Lt. John Fortner
Antioch Police Department
300 L Street
Antioch, CA 94509

RE: Electrical - Cameras 18th and A Street.

The following estimate is for ICR to provide a 120-volt / 20-amp dedicated circuit and wiring to five (5) each location to four (4) each signal poles to supply power for cameras and equipment. The Lehr cameras are to be mounted on the vertical signal arms at the intersections of 18th and A Streets. Odin will mount their equipment. The work by ICR will include all, labor, materials, bucket trucks, service trucks, safety equipment, and traffic control to complete the electrical wiring for the camera installation with exceptions noted.

1. ICR will provide a 120-volt / 20-amp circuit from a metering pedestal at the southeast corner of 18th and A Street. There is one spare 20-amp circuit breaker available to supply the camera power inside the metering pedestal. Bill Walker, who is in charge of signals for Contra Costa County, which the City of Antioch contracts to for the maintenance and repair of signals, agreed that ICR can use this spare circuit breaker to supply the cameras.
2. One dedicated 120-volt / 20-amp circuit and wiring will be shared at four signal pole locations for the Lehr camera license plate reader cameras and for Odin's camera equipment.
3. ICR will have to fish and install wiring using the existing conduits filled with signal wires throughout the entire intersections crossing 18th and A Streets. ICR will have to access splice boxes at all four corners of the intersections and in the medians to accomplish this work item.
4. ICR will provide an outdoor enclosure with power inside for Odin at the southwest corner signal pole. This is all the work to be done by ICR as Odin will provide and install their cameras and commission these cameras on their own. The County made it very clear that Odin is not to utilize the photo cell at this location to power their camera equipment.
5. ICR at all four corners of the intersection of 18th and A Street on each of the signal pole arms, ICR will mount to these signal poles Lehr's control boxes and terminate the 120-volt power needed to power the license plate reader cameras. The license plate reader control boxes are to be provided by Lehr.
6. ICR will mount 7 each Lehr license plate reader cameras to the signal pole vertical arms and string and zip tie the control / power wires from the license plate reader cameras at the top of the vertical signal arms back to the control box ready to commission and test.

7. ICR will work with Lehr to aim and test the license plate reader cameras to confirm the cameras are reading the license plates of vehicles.
8. Coordination with the Contra Costa County Signal personnel in case any issues come up with the signals as the work progresses.
9. This estimate is good for 30 days.
10. No permits or fees are included.

Estimate Total $18,633.00.

Regards

Dan Garcia

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

SUBJECT: Tentative Agreement between the City of Antioch and the Treatment Plant Employees Association for the Period of October 1, 2020 – September 30, 2021

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1) Approving the Tentative Agreement between the City of Antioch and the Treatment Plant Employees Association (TPEA); and

2) Authorizing the Finance Director to make any necessary adjustments to the Fiscal Year 2020/21 budget to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the Treatment Plant Employees Association Tentative Agreement for FY2020/21 is $29,907. Since the Water Treatment Plant is an Enterprise Fund, none of this cost will be charged to the General Fund.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) and Tentative Agreement between the City and the Treatment Plant Employees' Association covered the period of October 1, 2014 – September 30, 2018 and October 1, 2018 – September 30, 2020.

Representatives of the City and TPEA have been meeting and conferring in good faith to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreements. The existing MOU and Tentative Agreement (Resolution No. 2018/151) will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- One-year contract ending September 30, 2021.
- Effective the first full pay period in January 2021, all salaries shall be increased by 3.0%.

Please refer to Exhibit 1 of the Resolution for more details of the Tentative Agreement.

ATTACHMENTS

A. Resolution
Exhibit 1 to Resolution – Tentative Agreement October 1, 2020 – September 30, 2021

B. Resolution No. 2018/151 Tentative Agreement October 1, 2018 – September 30, 2020

C. Memorandum of Understanding October 1, 2014 – September 30, 2018

ATTACHMENT A

RESOLUTION NO. 2021/*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE TREATMENT PLANT EMPLOYEES ASSOCIATION FOR THE PERIOD OF OCTOBER 1, 2020 – SEPTEMBER 30, 2021

WHEREAS, the City and the Treatment Plant Employees Association (TPEA) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2018;

WHEREAS, the City and the Treatment Plant Employees Association (TPEA) had a Tentative Agreement covering the period of October 1, 2019 – September 30, 2020;

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of TPEA to negotiate a successor agreement; and

WHEREAS, representatives of the City and the TPEA reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2020 through September 30, 2021.

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

Section 1. That the Tentative Agreement between the City of Antioch and TPEA for the period of October 1, 2020 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to make the necessary FY2020/21 budget adjustments to implement the provisions of the agreement.

* * * * * * * * * *

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 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT 1

TENTATIVE AGREEMENT

between

CITY OF ANTIOCH

and

TREATMENT PLANT EMPLOYEES' ASSOCIATION

March 9, 2021

After meeting and conferring in good faith over a successor memorandum of understanding ("MOU"), the City of Antioch ("City") and the Treatment Plant Employees' Association ("Association") reached a tentative agreement for a successor MOU including the following changes to the existing MOU. Upon ratification by the Association and approval by the City Council, a new MOU shall be published to include the terms listed below and to include the items in the prior tentative agreement dated October 10, 2020 without Term and Salary (Resolution No. 2018/151):

- Term – October 1, 2020 through September 30, 2021
- Salary Adjustments – Effective the first full pay period in January 2021, all base salaries shall be increased by 3.0%.
- Alternate (12-hour) Work Week – Incorporate the terms of the November 15, 2017 Side Letter of Agreement regarding an alternate work week into the new Memorandum of Understanding.

For the City of Antioch:	For the Association:
_____	_____
_____	_____
_____	Steve Callahan by G.J.
_____	_____

ATTACHMENT B

RESOLUTION NO. 2018/151

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE TREATMENT PLANT EMPLOYEES ASSOCIATION FOR THE PERIOD OF OCTOBER 1, 2018 – SEPTEMBER 30, 2020 AND AUTHORIZING THE NECESSARY FY2018/19 BUDGET ADJUSTMENTS

WHEREAS, the City and the Treatment Plant Employees Association (TPEA) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2018; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of TPEA to negotiate a successor agreement; and

WHEREAS, representatives of the City and the TPEA reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2018 through September 30, 2020.

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

Section 1. That the Tentative Agreement between the City of Antioch and TPEA for the period of October 1, 2018 – September 30, 2020, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The Finance Director is authorized to make the necessary FY2018/19 budget adjustments to implement provisions of the agreement.

* * * * * * * * * *

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 27th day of November, 2018, by the following vote:

AYES: Council Members Wilson, Thorpe, Tiscareno, Ogorchock, and Mayor Wright

ABSENT: None

NOES: None

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT 1

TENTATIVE AGREEMENT

between

CITY OF ANTIOCH

and

TREATMENT PLANT EMPLOYEES' ASSOCIATION

October 10, 2018

- Term – October 1, 2018 and ending September 30, 2020

- Salary Adjustments
  - Effective the first full pay period in January 2019, all salaries shall be increased by 3.0%.
  - Effective the first full pay period in January 2020, all salaries shall be increased by 3.0%.

- Flexible Benefits (Cafeteria) Plan

A. Effective January 1, 2015, the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:

1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute $594.61 per month.

2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute $1052.96 per month.

3. For each represented employee who is eligible for family medical coverage, the City shall contribute $1365.66 per month.

a. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following calendar year.

b. The City shall add the dollar value changes in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.

c. The City then shall divide the sum of these changes by

2, to determine a 50%/50% split of the increase/decrease in premiums.

d. The City's contribution toward the flexible spending/cafeteria plan shall be modified by 50% of the premium increase/decrease. ~~Each employee's payroll deduction shall be modified by 50% of the premium increase/decrease.~~ This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of $1,000 out of pocket per employee ($2,000 combined total premium increase). In the event that the annual premium increase exceeds $2,000, the City shall pick up 100% of the premium in excess of $2,000.

B. Effective January 1, 2019, the City shall make the following contributions to the Flexible Benefits Plan on behalf of the employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:

1. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.

2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.

3. For each employee who is eligible for family medical coverage, the City shall contribute ninety five (95%) of the Kaiser family rate per month.

4. In addition to the City Contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party, family).

   a. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.

C. Each employee shall file an election in writing during the month of Open Enrollment each year as to how the monies in his or her Flexible

Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.

1. During the designated Open Enrollment Period each year, each represented employee must satisfy the conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefits Plan.

2. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Flexible Benefits Plan to cover the cost of such selections.

3. If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. Or, the employee shall elect to have one hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, if the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. Except for those employees eligible under E. below. The employee may contribute the wages received under this section to the employee's deferred compensation account subject to the plan limits.

4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan. In the event an employee does not timely report a change of dependents that affects the amount of the City's monthly contributions, the employee shall

reimburse the City for any overpayment paid by the City via payroll deduction.

5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

D. Employees hired by the City after December 31, 201820, cash back in lieu of benefits shall be limited to $250 per month.

E. Employees who have selected to have the unused money from their Flexible Benefit Plan, as of October 10, 2018, deposited into his/her half cash or deferred compensation account shall continue to have deposited the same amount that they were receiving on November 1, 2018 into their deferred compensation account for the term of this MOU. If the employee makes any changes to their medical plan that would impact this amount, they will no longer be eligible for this exception and shall be entitled to payments in accordance with C.3. above.

- Compensatory Time
  Employees may accumulate no more than a total of one hundred ~~eighty~~ (10080) compensatory time hours, including standby/on-call hours.

  Employees may cash our accrued compensatory by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid in the pay period in which it is requested.

  Compensatory time off of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day compensatory time off requests shall require twenty-four (24) hours notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

- Certificate Pay

- The City will pay a five percent (5.0%) differential for Water Treatment Plant

Operators who possess and maintain a State of California Water Treatment Grade V Certificate.

- Bereavement Leave
  Time off with pay to attend funerals of immediate family members (spouse, domestic partner, child~~ren~~, step child~~ren~~, legal ward, foster child, adopted child, parents~~father, mother~~, step parents, individual who stood in loco parentis to the employee when the employee was a child, brothers, step brother, sisters, step sister, mother-in-law, father-in-law, sister-in-law, step sister-in-law, brother-in-law, step brother-in-law, daughter, step daughter, daughter-in-law, step daughter-in-law, son, step son, son-in-law, step son-in-law, grandparents, step grandparents, spouse's grandparents, ~~and~~ grandchildren, step grandchildren, and grandchild-in-law) shall be allowed. The actual amount of time off shall depend on the individual circumstances but normally shall not exceed three (3) workdays. In unusual circumstances or when services will be held more than 500 miles from the City of Antioch, up to five (5) days of Funeral Leave may be approved by the City Manager. Funeral Leave in excess of three (3) days shall be charged against the employee's sick leave balance. Decisions of the City Manager shall be final and will not be grievable. The Department Head involved must be notified in advance. The definition of day for funeral leave purposes shall mean the number of hours in an employee's shift.

For the City of Antioch	For the Association
_____.	_____.
_____.	_____.
_____.	_____.

ATTACHMENT C

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

TREATMENT PLANT EMPLOYEES' ASSOCIATION
Representational Unit III

OCTOBER 1, 2014 - SEPTEMBER 30, 2018

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MEMORANDUM OF UNDERSTANDING

Between

CITY OF ANTIOCH

And

TREATMENT PLANT EMPLOYEES' ASSOCIATION
REPRESENTATIONAL UNIT NO. III

This Memorandum of Understanding, hereinafter referred to as MOU, is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2014 and ending September 30, 2018.

ARTICLE 1

RECOGNITION

1.1 Association Recognition

The Treatment Plant Employees' Association (hereinafter referred to as the "TPEA") is the recognized employee organization for employees assigned to Representational Unit III. The following classifications are assigned to Unit III:

Laboratory Assistant I/II
Water Treatment Plant Operator
Water Treatment Plant Trainee
Water Treatment Plant Maintenance Worker I/II/III

1.2 City Recognition

The Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

ARTICLE 2

ASSOCIATION REPRESENTATIVES

City employees who are official representatives of the TPEA shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the respective supervisor.

ARTICLE 3

ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the TPEA and their officially designated representatives for the purpose of processing grievances or contacting members of the TPEA concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or his or her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the TPEA, such as holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

ARTICLE 4

USE OF CITY FACILITIES

City employees or the TPEA or their representatives may, with the prior approval of the Human Resources Director, be granted the use of City facilities during non-working hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meetings.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE 5

BULLETIN BOARDS

The TPEA may use portions of City bulletin boards under the following conditions.

1. All material must be dated and must identify the Association that published them.

2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.

3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to TPEA materials.

4. If the TPEA does not abide by these rules, it will forfeit its right to have material posted on City bulletin boards.

ARTICLE 6

ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given to the TPEA of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and TPEA shall be given the opportunity to meet with City representatives prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the TPEA, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

ARTICLE 7

CITY RIGHTS

It is the right of the City to make decisions of a managerial or administrative character including: decisions on the type, extent and standards or services to be performed, decisions on the methods, means and personnel by which the City operations and services are to be conducted, and those necessary to exercise control over City government operations in the most efficient and economical manner practicable and in the best interest of all City residents. Managerial functions and rights to which the City has not expressly modified or restricted by a specific provision of this Memorandum of Understanding shall remain with the City.

ARTICLE 8

DISCRIMINATION

The City shall not interfere with or discriminate in any way against any employee by reason of his or her membership in, or activity approved by this agreement, nor will the City discourage membership in the Association or encourage membership in any other employee organization.

The Association, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement shall be applied equally to all employees without discrimination as to sex/gender, race/color, national origin/ancestry, age, disability/medical condition, religion, veteran status, pregnancy, sexual orientation, marital status, employee organization affiliation, or any other protected status under State or Federal laws. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 9

WORK DAY/WEEK, OVERTIME, CALL BACK, ACTING PAY, STANDBY/ON-CALL PAY

9.1 Regular Work Day/Week

A normal work day is considered eight (8) to ten (10) hours depending on the employee's work schedule, and a work week is considered forty (40) hours.

9.2 Overtime

Overtime is ordered and authorized work time in excess of an employee's regular work period. Overtime work shall be recognized only when directly ordered or required by the employee's Department Head or his/her designee.

Any authorized time worked in excess of the employee's work day or work week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Overtime shall be paid or taken as compensatory time off at the employee's option.

Under normal circumstances full-time regular and probationary employees shall have first preference for overtime; however, during unusual/emergency situations, any employee shall be assigned to work the necessary overtime.

The provisions of this MOU are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

9.3 Compensatory Time

Employees may accumulate no more than a total of eighty (80) compensatory time hours, including standby/on-call hours.

Employees may cash out accrued compensatory by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid in the pay period in which it is requested.

Compensatory time off of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day compensatory time off requests shall require twenty-four (24) hours notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

9.4 Call Back

a. If any employee is called back to work after leaving the workplace after quitting time, employee shall, upon reporting, receive a minimum of two (2) hours straight time pay.

b. If any employee is called back to work after midnight until the beginning of the day shift, unless said hours are contiguous to the employee's normal work hours and, therefore, considered overtime, the employee shall, upon reporting, receive a minimum of three (3) hours straight time pay.

c. The minimum call back on a recognized holiday shall be three (3) hours. This provision does not apply to instances in which the employee is called to report before the regular starting time and is worked from the time the employee reports to the regular starting time.

9.5 Working in a Higher Classification/Acting Pay

A regular employee who is assigned in writing by the employee's supervisor and approved by the Department Head to assume normal day to day duties of a higher classification shall be eligible for acting pay if he/she has previously completed forty (40) cumulative hours of training. Such acting pay shall be paid only for periods where the assignment is for forty (40) or more continuous hours. Pay shall be five percent (5%) or Step A of the higher position, whichever is greater, except that in no case will the pay be more than the highest step of the higher classification.

9.6 Standby/On-Call Duty

Any employee assigned to on-call duty shall be compensated as follows:

a. For each full week (seven (7) calendar days) an employee is on primary standby assignment, said employee shall receive nineteen (19) hours of compensation, in addition to pay for hours actually worked. Compensation shall be in pay or compensatory time off subject to the eighty (80) hour compensatory time maximum accumulation.

b. Holiday on-call compensation: Employees on standby shall receive six (6) additional hours standby pay for each holiday (a total of 25 hours) except Thanksgiving, Christmas and New Years when compensation shall be an additional eight (8) hours (a total of 27 hours).

ARTICLE 10

COMPENSATION

10.1 Salary Adjustments

All salary adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

Effective the first full pay period in January 2016, all salaries shall be increased by 2.5%.

Effective the first full pay period in January 2017, all salaries shall be increased by 2.5%.

Effective the first full pay period in January 2018, all salaries shall be increased by 2.5%.

10.2 Starting Rate

Except as herein otherwise provided, entrance salary for a new employee shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

10.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Head and approval by the City Manager.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification.

The City Manager shall regulate the accelerated advancement through the salary range

steps.

Subject to the provisions of this Article, an employee may receive increases in salary according to the following plan:

Step B upon completion of thirteen (13) biweekly pay periods (6 months) of service in Step A and City Manager's approval.

Step C upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step B and City Manager's approval.

Step D upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step C and City Manager's approval.

Step E upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step D and City Manager's approval.

10.4 Conversion Rate

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such conversion is advisable. In determining equivalent amounts on different time basis, the Finance Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time. Conversion of a monthly salary rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Finance Director, subject to the approval of the City Manager.

10.5 Regular and Probationary Part-Time Employees

Part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Personnel Officer, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, medical insurance, dental coverage, deferred compensation, retirement contributions, vacation and sick leave shall be granted. The City's contribution toward benefit premiums/cafeteria plan shall be calculated on a prorated basis computed by dividing the regularly scheduled hours each week by forty (40) hours. That factor shall be the percentage of the City's contributions for part-time employees. Employee's paid leave accruals shall also be calculated based on the prorated percentage factor.

In the case of part-time employees in positions, 1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

ARTICLE 11

HEALTH AND WELFARE

11.1 Medical Insurance

A. The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and the City's Medical-After-Retirement Policy.

B. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the City's health insurance plans.

C. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period.

If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

11.2 Dental Insurance

A. The City shall make dental insurance available to active employees and the eligible dependents of active employees.

B. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

11.3 Life Insurance

A. The City shall contribute the monthly premium amount necessary to purchase a group life insurance policy for each employee in an amount equal to one (1) year

of employee's base salary, effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in this life insurance policy.

B. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

11.4 Long-Term Disability Insurance

A. The City shall make a Long-Term Disability Insurance Plan available for all represented employees at the employee's expense, outside of the cafeteria plan.

B. Enrollment in the Long-Term Disability Insurance Plan is mandatory.

11.5 Short-Term Disability Insurance

A. The City shall make a Short-Term Disability Insurance Plan available for all represented employees at the employee's expense, outside of the cafeteria plan.

B. Enrollment in the Short-Term Disability Insurance Plan is mandatory.

11.6 Vision Care Insurance

A. The City shall make available to represented employees and the dependents of represented employees Options I, II and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.

B. Enrollment in the Vision Plan is optional.

11.7 Employee Assistance Program

A. The City shall contribute the monthly premium amount on behalf of each represented employee toward the cost of the City's current Employee Assistance Program (EAP).

B. Enrollment in the EAP is mandatory.

11.8 Gym/Health Club Reimbursement Program

A. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to represented employees who provide the City with written verification of regular membership in a health club or commercial gym within the city limits of Antioch.

B. Employees who provide written proof of membership pursuant to paragraph A. above, may receive up to $27.00 per month, not to exceed 100% of the cost of

such membership, on an after-tax basis.

11.9 Flexible Benefits (Cafeteria) Plan

A. Effective January 1, 2015, the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:

1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute $594.61 per month.

2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute $1052.96 per month.

3. For each represented employee who is eligible for family medical coverage, the City shall contribute $1365.66 per month.

a. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following calendar year.

b. The City shall add the dollar value changes in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.

c. The City then shall divide the sum of these changes by 2, to determine a 50%/50% split of the increase/decrease in premiums.

d. The City's contribution toward the flexible spending/cafeteria plan shall be modified by 50% of the premium increase/decrease. Each employee's payroll deduction shall be modified by 50% of the premium increase/decrease. This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of $1,000 out of pocket per employee ($2,000 combined total premium increase). In the event that the annual premium increase exceeds $2,000, the City shall pick up 100% of the premium in excess of $2,000.

D. Each employee shall file an election in writing during the month of Open Enrollment each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.

1. During the designated Open Enrollment Period each year, each represented employee must satisfy the conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the

various optional programs offered under the Flexible Benefits Plan.

2. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Flexible Benefits Plan to cover the cost of such selections.

3. If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. Or, the employee shall elect to have one hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan. In the event an employee does not timely report a change of dependents that affects the amount of the City's monthly contributions, the employee shall reimburse the City for any overpayment paid by the City via payroll deduction.

5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

ARTICLE 12

RETIREMENT

12.1 Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRA legacy/classic members, shall be provided coverage in the Public Employees' Retirement System

(PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution Rate. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRA provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

Effective the first full pay period in January 2016, all employees shall increase their contribution toward the PERS Employer Contribution Rate by one percent (1%). The total contribution for a Classic/Legacy employee will be nine percent (9%). All non-Classic/Legacy employee's contribution shall be 50% of the Normal Cost, or the same percentage as the Classic/Legacy employee's total contribution, whichever is greater.

Effective the first full pay period in January 2017, all employees shall increase their contribution toward the PERS Employer Contribution Rate by one percent (1%). The total contribution for a Classic/Legacy employee will be ten percent (10%). All non-Classic/Legacy employee's contribution shall be 50% of the Normal Cost, or the same percentage as the Classic/Legacy employee's total contribution, whichever is greater.

12.2 Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the Medical-After-Retirement Plan on file in the Human Resources Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward the Medical–After–Retirement Account (MARA). In the event all impacted employees vote to make a contribution of two point five percent (2.5%) of the employee's base monthly salary toward the Medical After Retirement Account, the City will match such contribution, making the City's total contribution toward all impacted employees two point five percent (2.5%).

ARTICLE 13

HOLIDAYS

13.1 Holiday Pay

A. The City shall observe the following holidays during the term of this Memorandum of Understanding:

Holiday	Date
New Year's Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	First Monday, September
Veterans Day	November 11th
Thanksgiving	Fourth Thursday, November
Day After Thanksgiving	Fourth Friday, November
Christmas Eve	December 24th
Christmas Day	December 25th

B. Employees required to work on a holiday shall receive one and one-half (1-1/2) times the designated hourly rate for each hour worked on the holiday.

C. Employees who work on a holiday shall be permitted to take the one-and-one-half (1-1/2) times the regular rate as either compensatory time off or pay.

D. Employees whose regularly scheduled day off falls on a holiday shall have the choice of pay equal to the employee's regularly scheduled workday or time off equal to the employee's regularly scheduled workday on a day mutually agreeable to the City and the employee (for example 8, 9 or 10 hours of pay or time off).

E. All banked holiday time in accordance with C above, shall be taken within a one year period running from November 1 to the following October 31. If time is not taken off by the deadline, the employee shall receive straight time compensation for the hours in his/her holiday bank.

13.2 Floating Holidays

Each employee covered by this MOU shall also be entitled to three (3) floating holidays; two (2) of which the employee qualifies for on the first working day of January, the other one of which the employee qualifies for if he/she is working for the City anytime between July 1 and October 31. Employees who do not begin work for the City before November 1 are not entitled to any floating holidays for that calendar year. The specific

date of each floating holiday shall be mutually determined between the employee and his/her Supervisor in advance of the proposed date. Floating holidays must be taken in the calendar year earned and must be taken off as whole days (i.e., no portion of days may be taken).

Floating Holiday is defined as a full day off based upon the employee's regularly scheduled work hours (for example 8, 9 or 10 hours).

ARTICLE 14

VACATION

14.1. Vacation Scheduling and Qualifying

Only employees who on the most recent anniversary date of their employment shall have been in the service of the City for a period of six (6) months or more shall be entitled to a vacation. Vacation shall be taken off at the rate of one-half (1/2) hour increments.

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City.

Vacation time of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day vacation requests shall require twenty-four (24) hours notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

14.2. Vacation Benefits

All employees shall earn an annual vacation leave as follows:

3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service (11 days per year).

4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).

5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).

6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).

7.692 hours per pay period from the start of the twentieth year of service (25 days per year).

14.3. Vacation Accumulation

Employees may earn vacation credit up to a maximum of the amount accumulated for eighteen (18) month's service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate will be used for computation of the eighteen (18) month's figure.

14.4. Vacation Pay at Termination

Upon termination of employment, a regular or probationary employee shall be paid the cash value of their accrued vacation leave at the time of termination, as well as a pro-rated accrual amount for their final pay period.

14.5. Holiday During Vacation Leave

In the event one or more observed holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave.

ARTICLE 15

SICK LEAVE

15.1 Benefits

Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate of 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.

Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.

If sick leave is used for other than the legitimate purposes described below or in the Personnel Rules, such use shall constitute an abuse of the sick leave benefit for which an employee may be the subject of disciplinary action up to and including termination.

In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.

An employee who has been absent from work due to an illness or injury for three (3) or more consecutive workdays may be required to submit medical verification of treatment/ability to return to work upon his/her return to duty, if notified of such requirement prior to his/her return. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification following any absence from

work, when the employee has been given prior notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.

Sick leave may be used only in the following situations:

- When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
- When the employee must provide care for his/her spouse, domestic partner, parent, child or dependent, a maximum of six (6) days per calendar year may be used. However, an employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days, if approved by the Department Head.
- Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

15.2 Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

ARTICLE 16

SHIFT AND GRADE DIFFERENTIAL

16. Shift Differential

A. The shift differential for second or swing shift shall be five percent (5%) of the employee's base pay for all hours worked on such shift. The shift differential for third or graveyard shift shall be ten percent (10%) of the employee's base pay for all hours worked on such shift. In order to qualify for shift differential, the second, or swing, shift shall include four (4) or more hours after 4:00 p.m., and the graveyard shift shall include four (4) or more hours prior to 8:00 a.m.

Shift Differential shall be included in the overtime rate of pay for any overtime worked during the hours that otherwise qualify for shift differential.

Shift Differential shall be included in the holiday rate of pay for any holiday worked during the hours that otherwise qualify for shift differential.

B. The City agrees to provide 48 hours notice for shift schedule changes that are not of an emergency nature. Should the employee receive less than 48-hours notice, he/she will be paid at a rate of 1-1/2 times his regular rate of pay for the first day of the new schedule.

16.2 Grade Differential

The City will continue to pay a five percent (5%) grade differential for employees in this unit who possess any State of California Water Treatment certificate greater than Grade I when such certification is above the requirements for that position. In no case shall certification pay exceed five percent (5%).

Upon successful completion of any certificate exam at a level required for the classification, the City shall pay the exam cost. The City shall also pay for renewal of any certificate necessary for the employee to maintain in order to perform his/her duties. The City shall not pay for initial certification exams for any level which will result in employee receiving certificate pay.

ARTICLE 17

LEAVES

17.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase the value to the City upon return or because of personal hardship. Employee may not be granted a leave of absence until all accrued vacation is taken, except that the City Manager may grant a leave of absence before all vacation is used if he/she determines that there is a bonafide emergency or hardship and the leave of absence is for no more than thirty (30) calendar days. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on unpaid leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

17.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve and travel time.

Any compensation received by an employee for such service performed on a regularly scheduled work day shall be remitted to the City. Any mileage payments received by such employee shall be retained by the employee.

17.3 Military Leaves of Absence

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

17.4 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use any accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) days, the employee is eligible for long-term disability benefits, in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory time.

Insurance premiums/cafeteria plan contributions for health and welfare benefits shall be paid by the City for up to one (1) year during an industrial injury leave.

17.5 Non-Industrial Disability Leave

In the event of a non-industrial illness or injury, the employee shall be required to use all but forty (40) hours of accumulated sick leave before short term disability benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the thirty (30) calendar day waiting period to extend the time in which full salary can be received.

Insurance premiums/cafeteria plan contributions for health and welfare benefits shall be paid by the City during the first six (6) months of an unpaid leave of absence.

17.6 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, domestic partner, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances but normally shall not exceed three (3) workdays. In unusual circumstances or when services will be held more than 500 miles from the City of Antioch, up to five (5) days of Funeral Leave may be approved by the City Manager. Funeral Leave in excess of three (3) days shall be charged against the employee's sick leave balance. Decisions of the City Manager shall be final and will not be grievable. The Department Head involved must be notified in advance. The definition of day for funeral leave purposes shall mean the number of hours in an employee's shift.

17.7 Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy on file in the Human Resources Department. The contents shall be modified from time to time in order to reflect administrative changes.

ARTICLE 18

PROBATIONARY PERIOD

18.1 All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective evaluation of a new employee's work and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees is twelve (12) months for new hires and six (6) months for promotions and transfers. Employees promoted while still on initial probation will serve a six (6) month promotional probationary period plus anytime still remaining on his/her initial probationary period. Reclassifications are not subject to a probationary period. An employee's probationary period may be extended for three (3) months on a case-by-case basis.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal.

Any employee rejected during the probationary period following a promotional or transfer appointment shall be reinstated to the position from which promoted, unless discharged.

ARTICLE 19

LAYOFF AND REEMPLOYMENT

19.1 Grounds for Layoff

Any employee(s) having post-probationary status in position(s) in the City may be laid off when the position is no longer necessary, or for reasons of economy, lack of work or lack of funds.

19.2 Determination of Seniority Date

As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City service date, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City seniority service date.

Leave of Absence

In computing both City and classification seniority, all time spent on paid leave of absence shall be included and unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31st day.

Appropriate Classification
Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.

Ties
If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.

19.3 Order of Layoff
The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired (by classification) until the list of former employees is exhausted.

All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the layoff of probationary or post-probationary status employees.

19.4 Demotion
Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manager's approval providing that the employee meets the minimum qualifications for that position.

In the process of demoting, the City Seniority Date shall be utilized. Employees with the least amount of Seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into classes represented by the TPEA, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) month period preceding the proposed demotion.

19.5 Reemployment List

The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff must be placed on Reemployment Lists for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights. The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and the City shall not recruit, qualify or test applicants for positions in the City's employ until reemployment lists for the particular classification have expired or exhausted.

It is the City's intent to notify all employees on reemployment lists by delivery confirmation mail to fill vacancies for post-probationary positions. In the case of filling temporary vacancies, the City will attempt to provide written notification of the vacancies whenever possible. Only when time is of the essence and temporary positions need to be filled immediately will the City contact employees on reemployment lists by telephone instead of by written notification.

19.6 Removal from List

If a former employee fails to accept a bona fide written offer of reemployment mailed to last known address on record within five (5) calendar days after receipt of the offer, or if the offer is returned to the City as undeliverable or unclaimed, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally laid off.

19.7 Reappointment

Upon reappointment to the classification from which the employee was originally laid off or demoted, the employee has the right to be placed at the pay step which the employee held at the time of layoff or demotion.

Upon reappointment to the classification from which the employee was originally laid off or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being reappointed. Such examination(s) shall be performed by a City-designated physician and shall be at City expense.

Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.

19.8 Notice of Layoff - Association Notification

When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the TPEA, the City Manager or hi/her designee shall notify the TPEA of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction pay - time off without pay.

The City shall provide ten (10) work days notice of layoff to affected employees.

19.9 Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, retirement contributions and uniforms. Any employee re-employed after a layoff shall have reinstated all sick leave accruals that the employee did not receive compensation for at the time of layoff.

19.10 Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the Layoff Policy.

ARTICLE 20

DISCIPLINE

20.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause. The City shall have the right to reduce, for cause, the base pay rate by up to five percent (5%) for any employee for a period not to exceed three (3) months.

20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended, or demoted, or had his/her base pay rate reduced, employee shall have the right to appeal his/her case through the appropriate procedure (Article 22). Such appeal must be filed with the City Manager by the TPEA in writing within ten (10) calendar days from the date of discharge, suspension or demotion and unless so filed the right to appeal is lost.

ARTICLE 21

PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or

warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 22

GRIEVANCE PROCEDURE

A grievance is any dispute concerning the misinterpretation or misapplication of the Employee Relations' Ordinance, existing memoranda of understanding, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment.

22.1 Initial Discussions

Any employee who believes that he/she has a grievance may discuss his or her complaint with the immediate supervisor in the department in which he/she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to an official of the TPEA, the grievance may be referred to the Department Head.

If the issue is not resolved, the procedures hereafter specified may be invoked.

22.2 Referral to City Manager

Any employee or any official of the TPEA may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Sub-Article 22.3 below which has not first been filed and investigated in pursuance of this Sub-Article 22.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the City Manager may be referred to the Board of Administrative Appeals.

22.3 Board of Administrative Appeals

In the event a grievance has not been resolved by the procedures set forth above or the employee believes he/she has been unjustly discharged, suspended, demoted or had his/her base pay reduced, the employee may file an appeal with the City's Board of Administrative Appeals.

22.4 Board of Administrative Appeals Procedure

The employee may be represented by the TPEA or legal counsel and the City may be represented by whomever the City Manager designates. The City and the TPEA shall individually bear the expenses incurred in presenting their respective cases. The Board shall conduct the hearing at a mutually convenient time and place. In cases involving discipline only, representatives of the City shall make the initial offer of proof. The Board shall have the right to call and swear witnesses at the request of either party and all witnesses shall be subject to cross-examination. A written transcript shall be made of the hearing at the request of either party. Any cost incurred in conducting a hearing,

such as the cost of a transcript or meeting place, shall be shared equally by the City and the Association. After both parties have presented their case, the Board may allow oral argument and may accept written briefs. Upon the receipt of all evidence submitted by both sides, the Board shall study the evidence and render a written decision.

The decision of the Board shall be conclusive and final ten (10) calendar days following its written notice of decision.

The decision of the Board of Administrative Appeals regarding terminations, suspensions, demotions and reductions in pay shall be deemed final and conclusive.

Decisions of the Board regarding grievances shall be appealable to the City Council. Within ten (10) days of the Board's decision, any member of the City Council or the City Manager may transfer the Board's decision on grievances to the City Council for consideration and a final determination. The decision to have the City Council review such decision shall reside only in members of the City Council and the City Manager. Any decision made by the Board which is not transferred by the City Council member or City Manager within such ten (10) day period shall be deemed final and conclusive.

Either the City or the employee and/or the TPEA may seek judicial review of a decision of the Board pursuant to section 1094.5 of the Code of Civil Procedures of the State only if the petition for the writ of mandate is filed not later than the ninetieth (90th) day following the date on which the challenged decision becomes final.

ARTICLE 23

OUTSIDE EMPLOYMENT

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No City uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by an employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment from other than the City of Antioch without the approval of the City Manager. Such permission shall not be necessary if the outside employment is less than four (4) hours per City work day and no possible conflict of interest with his/her City employment is discernible.

ARTICLE 24

SAFETY SHOES/UNIFORMS/MEALS AND MISCELLANEOUS CONDITIONS OF WORK

24.1 Safety Shoes

Effective July 1, 2015, the City shall contribute Two Hundred Fifty Dollars ($250.00) per fiscal year toward the purchase of safety shoes. Shoes may be purchased through the voucher system.

24.2 Uniform Allowance

Employees are required to wear the uniforms, including T-shirts, as directed by the City. The City agrees for the term of this Memorandum of Understanding to furnish four (4) sets of uniforms to new employees in this unit. The City further agrees to replace worn-out uniforms as needed. However, no more than four (4) sets of uniforms (e.g., 4 shirts and 4 pants or any combination thereof not to exceed 8 items) shall be replaced per calendar year (January 1 to December 31). In addition, one sweat shirt per year will be provided. One jacket shall be provided to ensure proper attire is available for all weather conditions and shall be replaced as deemed necessary by the City.

Employees eligible for uniforms shall, at their option, request the substitution of one regular shirt for three (3) "T" Shirts. These will be provided by the City at an expense equal to the cost of the uniform shirt or not to exceed One Dollar ($1.00) of current or inflationary costs of the uniform shirt.

Employees are to maintain said "T" shirts in a presentable form and should replacement be required, it shall be done at employee's expense.

There shall be no compensation for alterations to uniforms except for initial hemming and/or cuffing.

24.3 Meal Payments

When an employee is required to work:

A. Two (2) or more hours before the start of his/her regular work shift and then employee works their regular work shift.

or

B. Two (2) hours following the regular work shift and each four (4) hours thereafter;

or

C. Is called into work for Four (4) hours of over time and for each four (4) hours thereafter. Then he/she shall be compensated for the cost of a meal in the amount of Eight Dollars and 50cents ($8.50).

24.4 Educational Incentive Plan

For classes approved by the Human Resources Director, the cost of books and tuition shall be reimbursed by the City, subject to the guidelines specified in Administrative Memoranda.

24.5 Health and Safety

A. No employee shall be expected to work in the presence of any valid safety or health hazard. Should any employee believe that such conditions exist, the employee should so notify his/her immediate supervisor to determine the degree of the existing hazard.

B. One representative shall be selected to represent the TPEA in the City-wide Safety Committee.

C. The City shall continue present practice of providing safety glasses.

D. Safety Equipment - The City and TPEA will refer the recommendations of the Water Treatment Plant employees to the City's Safety Committee for consideration and action. Said action, if any, should be directed at the definition of the problem, identification of possible alternative solutions considering practicality and economy.

24.6 Contract Work

The City shall notify the TPEA if it proposes contracting or subcontracting work customarily performed by members of the TPEA bargaining unit a minimum of sixty (60) days prior to any proposed action to take place. The TPEA shall be given an opportunity to discuss the effect of the proposed action upon its members and upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work, the City will: (1) make reasonable efforts to transfer affected employees to positions for which they meet minimum qualifications, and (2) pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor. However, the City does not guarantee employment in the event work is no longer performed by City employees. The foregoing shall not apply in the event the required employees or equipment is not available.

24.7 Notice of Classification Modification

The TPEA shall be notified when the City anticipates or needs to modify, add or delete job classifications which modification, addition or deletion might impact wages, benefits or working conditions currently covered by the City's existing agreement and/or the makeup of the bargaining unit. All issues requiring meet and confer processes with the TPEA shall be undertaken accordingly.

24.8 Temporary Assignments

The City shall not hire employees in a temporary capacity for more than 2080 continuous hours.

ARTICLE 25

SEPARABILITY OF PROVISIONS

Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

ARTICLE 26

PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

26.1 PAST PRACTICES

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the TPEA.

The undersigned City and TPEA representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. III and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

26.2. MISCELLANEOUS

This Memorandum of Understanding shall remain in force from October 1, 2014 September 30, 2018.

The recommendations set forth in this Memorandum are final. Except as specified in Section 27.1 above, no changes or modifications shall be offered, urged or otherwise presented by the TPEA or by the City for the period October 1, 2014 through September 30, 2018. However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring regarding modifications herein, to be effective if mutually agreeable.

Should the City find itself in a situation where financial difficulties may result in employee layoffs, the City and TPEA will meet and confer to discuss the specific difficulties and alternative solutions to layoffs.

CITY OF ANTIOCH

By: _____
STEVE DURAN
City Manager

Date: 02/26/2015

TREATMENT PLANT EMPLOYEES' ASSOCIATION

By: _____
MARK GUTOWSKI

By: _____
GAVIN JOHNSON

Date: 2-25-2015

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of March 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director NM

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Creation of a Community Development Block Grant (CDBG) Standing Committee

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RECOMMENDED ACTION

It is recommended that the City Council:

1) Discuss and determine if it is the desire of the City Council to form a Community Development Block Grant (CDBG) Standing Committee;

2) Confirm the appointment of two (2) members for Community Development Block Grant (CDBG) Standing Committee; and

3) Adopt the resolution to form the Community Development Block Grant (CDBG) Standing Committee.

FISCAL IMPACT

This recommended action has no direct fiscal impact.

DISCUSSION

Standing committees engage in on-going work in a targeted policy area between City Council meetings and make recommendations to the City Council on legislative and policy issues.

Standing committees have either (1) a continuing subject matter jurisdiction or (2) a meeting schedule fixed by charter, ordinance, resolution or formal action of a legislative body and are subject to the Brown Act. The Brown Act requires standing committees to publicly post agendas for upcoming meetings and allow public access and participation in standing committee meetings. The agenda must be posted at least 72 hours before the regular meeting in a location "freely accessible to members of the public". The agenda must state the meeting time and place and must contain "a brief general description of

each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session".

An exception to the Brown Act authorizes the attendance of a majority of the City Council at an open and noticed meeting of a standing committee, provided that the City Council members who are not members of the standing committee attend only as observers, which means that they cannot speak at or otherwise participate in the meeting.

At the December 8, 2020 City Council meeting, the City Council approved the appointment of Council member Barbanica and Council member Torres-Walker to the CDBG Committee. The CDBG Committee carefully considers all proposals for the Notice of Funding Availability and may conduct agency interviews. The CDBG Committee will make funding recommendations to Council for annual allocation to projects that meet high priority community needs identified in the Consolidated Plan. Meetings are held to communicate HUD requirements to applicants. The CDBG Committee is engaged in on-going work in a targeted policy area between City Council Meetings and they make recommendations to the City Council. They may also engage or participate in public outreach to better understand community needs in the preparation of the Five-Year Consolidated Plan. It is recommended that the CDBG Committee become the Community Development Block Grant (CDBG) Standing Committee.

ATTACHMENT

A. Resolution

ATTACHMENT A

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH FORMING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STANDING COMMITTEE

WHEREAS, the City Council formed the CDBG Committee (Community Development Block Grant) on December 8, 2020;

WHEREAS, the Brown Act requires standing committees to publicly post agendas for upcoming meetings at least 72 hours before the regular meeting in a location freely accessible to members of the public;

WHEREAS, standing committee agendas must state the meeting time and place and must contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session; and

WHEREAS, the City Council has considered the aforementioned requirements and desires to form the CDBG Standing Committee.

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

Section 1. Dissolves the CDBG Committee;

Section 2. Creates the Community Development Block Grant (CDBG) Standing Committee which shall make recommendations to the City Council on legislative and policy issues; considers all proposals for the Notice of Funding Availability; conducts agency interviews; makes funding recommendations to Council for annual allocation to projects that meet high priority community needs identified in the Consolidated Plan; engages or participates in public outreach to better understand community needs in the preparation of the Five-Year Consolidated Plan; and

Section 3. Appoints Council Members Barbanica and Torres-Walker to the CDBG Standing Committee.

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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 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH