

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

Date: **Tuesday, January 28, 2025**

Time: 6:00 P.M. – Closed Session
7:00 P.M. – Regular Meeting

Place: **Council Chambers**
200 'H' Street
Antioch, CA 94509

City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov). Please see the inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Ron Bernal, Mayor

Louie Rocha, Mayor Pro Tem (District 2)

Tamisha Torres-Walker, Council Member District 1

Donald P. Freitas, Council Member District 3

Monica E. Wilson, Council Member District 4

Melissa Rhodes, City Clerk

Jorge R. Rojas, City Treasurer

Bessie Marie Scott, City Manager

Derek Cole, Interim City Attorney

ACCESSIBILITY: 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@antiochca.gov.

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. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. 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: [Notifications – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov/Notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov/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 City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

6:00 P.M. ROLL CALL – CLOSED SESSION – for Council Members – ***Council Members District 1 Torres-Walker, District 4 Wilson, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal. [Council Member District 3 Freitas – Arrived at 6:02 p.m.]***

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

- 1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property 809-815 1st Street, Antioch, CA 94509 (APN: 066-091-015), Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager and Derek Cole, Interim City Attorney; Lynn House Gallery Negotiator: Jody Mattison; Under Negotiation: Rent and terms of payment.

Direction provided to City Negotiators

- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property 5 Marina Plaza, Antioch, CA 94509 (APN: 066-010-017); Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager and Derek Cole, Interim City Attorney; Marina Negotiator: Anthem Marine, LLC. Negotiator: Tony Khanzada and Mark Overbye; Under Negotiation: Price and terms of contract.

Direction provided to City Negotiators

CLOSED SESSION – Continued

- 3) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property: 75 Walton Lane, Antioch, CA; Agency Negotiation: City of Antioch Negotiators: Bessie Marie Scott, City Manager and Derek Cole, Interim City Attorney; Negotiating Parties: East Bay Regional Communication Systems Authority (EBRCSA); Under Negotiation: Price and terms of contract.

Direction provided to City Negotiators

6:03 P.M. ADJOURNED TO CLOSED SESSION

7:01 P.M. ROLL CALL – REGULAR MEETING – for City Council Members – *All Present*

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

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.*

1. PROCLAMATIONS

- In Honor of Black History Month, February 2025
- In Honor of Diane Ferguson, Antioch Lifetime Veteran of the Year 2023-2024
- In Honor of Brenda Cato, Antioch Veteran of the Year 2023-2024

Approved, 5/0

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

COUNCIL MEMBER WILSON MADE A MOTION TO SUSPEND THE RULES AND MOVE PUBLIC HEARING ITEM #5 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0

PUBLIC HEARING

5. ALBERS RANCH PROJECT (GP-19-04, MDP-19-01)

9:23 p.m. RECESS

9:40 p.m. RECONVENED – All Present

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

Reso No. 2025/10 adopted, 5/0

- 1) *Adopt a resolution certifying the Albers Ranch Project EIR, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;*

Reso No. 2025/11 adopted, 5/0

- 2) *Adopt a resolution approving a General Plan Amendment to amend the City of Antioch General Plan (GP-19-04);*

To February 11, 2025, for adoption, 5/0

- 3) *Introduce and waive the first reading of the ordinance rezoning the property to Hillside Planned Development (HPD); and*

Reso No. 2025/12 adopted with modifications to condition Q3, 5/0

- 4) *Adopt a resolution approving a Vesting Tentative Subdivision Map, Master Development Plan and a Resource Management Plan.*

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- INCLUSIONARY HOUSING PROJECT UPDATE – Virtual Community Workshop
- HOUSING – RENT PROGRAM

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

4. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 14, 2025

Continued, 5/0

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

CONSENT CALENDAR – Continued

B. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR JANUARY 17, 2025

Continued, 5/0

Recommended Action: It is recommended that the City Council continue the Special Meeting/Closed Session minutes.

C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JANUARY 27, 2025

Continued, 5/0

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

D. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

E. REJECTION OF CLAIM: NAKEISHA WARDLAW

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted by Nakeisha Wardlaw.

F. DISPLAY OF THE PAN-AFRICAN FLAG AT CITY HALL

Reso No. 2025/13 adopted with the amendment to display the Pan-African Flag until Juneteenth 2025, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution directing the City Manager or designee to fly the Pan-African Flag at City Hall throughout the month of February 2025 in recognition of Black History Month in the City of Antioch.

G. AMENDMENT TO THE FISCAL YEAR 2024/25 CAPITAL IMPROVEMENT AND OPERATING BUDGET IN THE AMOUNT OF \$325,000 FROM THE PARK-IN-LIEU FUND FOR THE PLAYGROUND REPLACEMENT PURCHASE AT MARCHETTI PARK

Reso No. 2025/14 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to amend the Fiscal Year 2024/25 Capital Improvement and Operating Budget in the amount of \$325,000 from the Park-In-Lieu Fund for the playground replacement purchase at Marchetti Park.

CONSENT CALENDAR – Continued

H. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR PROJECT (P.W. 567-11)

Reso No. 2025/15 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Antioch Water Park Perimeter Fence Repair Project.

I. RESOLUTION APPROVING A FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH B AND D EXCAVATION AND CONSTRUCTION IN THE AMOUNT OF \$3,255.58 FOR THE COUNTRY HILLS SOUNDWALL REPLACEMENT PROJECT AND AUTHORIZING A \$5,000 FISCAL YEAR 2025 BUDGET AMENDMENT (P.W. 561-3)

Reso No. 2025/16 adopted, 5/0

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

- 1) Approving an amendment increasing the Fiscal Year 2024/25 General Fund Budget in the amount of \$5,000;*
- 2) Approving a first amendment to the construction agreement with B and D Excavation and Construction for the Country Hills Soundwall Replacement Project in the amount of \$3,255.58, from \$767,300 for a total contract amount of \$770,555.58; and*
- 3) Authorizing the City Manager to execute the first amendment to the Construction Agreement, in a form approved by the City Attorney.*

J. RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TOWNSEND PUBLIC AFFAIRS IN AN AMOUNT NOT TO EXCEED \$62,500, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CONSULTANT SERVICES AGREEMENT AND MAKE THE NECESSARY BUDGET ADJUSTMENTS

Reso No. 2025/17 adopted, 5/0

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

- 1) Approve the Consulting Services Agreement between the City of Antioch and Townsend Public Affairs for \$12,500 per month in an Amount Not to Exceed \$62,500 for a term ending June 30, 2025 with a one-time extension for an additional twenty-four (24) months under the same terms;*
- 2) Authorize the City Manager or designee to execute the Consulting Services Agreement between the City of Antioch and Townsend Public Affairs in a form approved by the City Manager and City Attorney; and*
- 3) Authorize the City Manager to make the necessary Fiscal Year 2025 budget adjustments.*

3. PRESENTATION – Metropolitan Transportation Commission (MTC) Transit-Oriented Communities (TOC) Policy

COUNCIL MEMBER FREITAS MADE A MOTION TO EXTEND THE MEETING TO 11:30 P.M.; APPROVED 5/0

PUBLIC HEARING - Continued

6. AMPORTS DEVELOPMENT AGREEMENT (UP-20-14, AR-20-18, V-21-04)

To February 11, 2025, for adoption, 5/0

Recommended Action: It is recommended that the City Council introduce, read by title only and waive further reading of an ordinance approving the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

COUNCIL MEMBER TORRES-WALKER MADE A MOTION TO EXTEND THE MEETING TO 12:00 A.M.; APPROVED 5/0

COUNCIL REGULAR AGENDA

INTERIM CITY ATTORNEY COLE RECUSED HIMSELF BEFORE THE DISCUSSION OF REGULAR AGENDA ITEM #7

7. CONTRACT WITH COLE HUBER LLP FOR INTERIM CITY ATTORNEY DUTIES FOR AN AMOUNT NOT TO EXCEED \$400,000

Reso No. 2025/18 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the agreement with Cole and Huber LLP to provide Interim City Attorney Services for an amount up to \$400,000 and authorize the Mayor to sign the Agreement.

INTERM CITY ATTORNEY COLE RETURNED TO THE DAIS AFTER COUNCIL VOTED ON REGULAR AGENDA ITEM #7

COUNCIL REGULAR AGENDA – Continued

8. RESCISSION OF RESOLUTION NO. 2021/26 IMPLEMENTING A POLICY FOR THE CITY, INCLUDING ALL OF ITS DEPARTMENTS, REGARDING THE SELECTION OF ATTORNEYS PROVIDING CONTRACT SERVICES, AND THE REVIEW, AUTHORIZATION AND EXECUTION OF ALL AGREEMENTS FOR LEGAL SERVICES AND SERVICES TO BE PROVIDED BY ATTORNEYS TO THE CITY

Reso No. 2025/19 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution rescinding Resolution No. 2021/26, which implemented a policy for selecting attorneys providing legal services and managing related agreements and invoices.

9. CITY COUNCIL APPOINTMENT OF STANDBY CITY COUNCIL MEMBERS

Approved, 5/0

Recommended Action: It is recommended that the City Council appoint the following nominees as Standby City Council Members:

- Mayor Bernal – **1) Robin K. Agopian; 2) Manuel Louis Soliz, Jr.; 3) Sandra Gail White**
- Mayor Pro Tem (District 2) Rocha – **1) Mike Barbanica; 2) Tony G. Tiscareno; 3) Mary Helen Rocha**
- Council Member District 1 Torres-Walker – **1) Leslie May; 2) Raymond Rodriguez; 3) Antoine Watt**
- Council Member District 3 Freitas – **1) TBD; 2) TBD; 3) TBD**
- Council Member District 4 Wilson – **1) Harry Thurston; 2) Devin Williams; 3) Porshe Taylor**

PUBLIC COMMENTS

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 90 days.*

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

Motioned to adjourn meeting at 12:00 a.m., 5/0



**IN HONOR OF
BLACK HISTORY MONTH
FEBRUARY 2025**

WHEREAS, the origins of Black History Month can be traced back to 1915, half a century after the Thirteenth Amendment abolished slavery in the United States;

WHEREAS, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black History throughout our American experience and is full of individuals who took a stance against prejudice advanced the cause of civil rights, strengthened families, communities, and our nation;

WHEREAS, the Black History Month 2025 theme, “African Americans and Labor,” focuses on the various and profound ways that work and working of all kinds – free and unfree, skilled and unskilled, vocational and voluntary. That work ranges from the past agricultural labor of enslaved Africans to today’s Black professionals providing leadership as corporate executives and entrepreneurs;

WHEREAS, because of their determination, hard work, and perseverance, African Americans have made valuable and lasting contributions to our community and our state, achieving exceptional success in all aspects of society including business, education, politics, science, and the arts;

WHEREAS, the City of Antioch continues to work toward becoming an inclusive community in which all residents – past, present, and future – are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and

WHEREAS, the City of Antioch is proud to honor the history and contributions of African Americans in our community, throughout our state, and our nation.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch, hereby proclaim February 2025 to be “Black History Month.” I encourage all citizens to celebrate our diverse heritage and culture and to continue our efforts to create a world that is more just, peaceful, and prosperous for all.

JANUARY 28, 2025

RON BERNAL, Mayor



IN HONOR OF
DIANE FERGUSON
Antioch Lifetime Veteran of the Year 2023-2024

WHEREAS, Diane Ferguson joined the United States Air Force when she was 18 years old (1978-1982) obtaining the rank of E-4 Buck Sargeant (a rank that no longer exists).

She was one of the first women in a co-ed basic training, as well as one of the first women in her career field working with reconnaissance photography;

WHEREAS, in 2007, Los Medanos College's Admission office did not have a Veterans Education representative at that time, so she volunteered. She was familiar with some of the veteran education benefits and quickly learned as much as possible to serve her Veteran's;

WHEREAS, one new idea that was spreading throughout the State was the need for Veteran Resource Centers to be located on college campuses. She made connections with other community colleges throughout the State. After testifying before the State Senate, they received support and a promise of funding from several congressmen. This led to yearly funding of veteran resource centers at all 116 California Community Colleges;

WHEREAS, the LMC Veterans Resource Center opened in 2015. The center provided specialized counseling, crisis counseling, outside service referrals, computer and printing areas, lounge and kitchen;

WHEREAS, through Delta Veterans Group, she has been given many opportunities, tabling events, riding in parades, special dinners and acknowledgements and especially the opportunity to volunteer at Stand Downs and Stand Ups;

WHEREAS, she is a charter member of the Antioch Rivertown Veterans Lions Club and serves as one of two Vice Presidents. They volunteer at community service events and Veteran Centric opportunities.

This past December, she organized a holiday brunch for Veterans and their families, where they were able to provide gifts and prizes to over 20 families and 35 children.

It has been a group effort and a great success; and

WHEREAS, Diane Ferguson's commitment to community service and her unwavering dedication to veterans exemplify the spirit of patriotism and selflessness.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch,
hereby salute, commend and honor Diane Ferguson for her dedication, commitment,
and positive influence to our community and the Veterans in the City of Antioch.

JANUARY 28, 2025

RON BERNAL, Mayor



**IN HONOR OF
BRENDA CATO**

Antioch Veteran of the Year 2023-2024

WHEREAS, Brenda Cato knew from the young age of nine years old that she wanted to serve her country. When Brenda was a Junior in high school, she joined the JROTC;

WHEREAS, upon graduation, she enlisted in the United States Air Force in Oakland, CA and was assigned to Lackland Air Force Base in San Antonio, TX. She continued her technical training service through Sheppard Air Force Base, in Wichita Falls, TX and graduated as a Financial Services Specialist excelling in military pay, civilian pay and base contracting. Throughout her career and time in service, she was taught many things but one thing that always stuck with her was her pride in being an enlisted and serving our country honorably;

WHEREAS, transitioning into society as a veteran was not as easy as she thought it would be. She was a veteran who suffered from chronic PTSD, a wounded warrior who was just trying to figure out where she belonged and how to still serve her community. She was instrumental in helping with the opening of the veterans' resource center, along with Diane Ferguson, administrators and the Sentinels of Freedom scholarship foundation;

WHEREAS, living in Antioch, she saw so many veterans who were lost and homeless without hope or resources to seemingly fall back on. Society did not seem to step up the pace to help them and through her partnership with Rivertown Veterans Thrift store, they have found a way to give back and support veterans, customers and even our homeless and the surrounding communities though the thrift store;

WHEREAS, she is honored to be a part of the Lions International Organization with whom she was invited to join and was sponsored by J.R. Wilson of the Delta Veterans Group. She is truly honored and proud to support the Lions as they have always been there for the Rivertown Veterans Thrift store; and

WHEREAS, Brenda Cato's commitment to community service and her unwavering dedication to veterans exemplify the spirit of patriotism and selflessness.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch, hereby salute, commend and honor Brenda Cato for her dedication, commitment, and positive influence to our community and the Veterans in the City of Antioch.

JANUARY 28, 2025

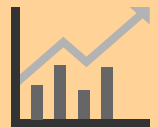
RON BERNAL, Mayor



Virtual Community Workshop: Inclusionary Housing Project Update

Please join the City of Antioch Inclusionary Housing Project Team for a virtual meeting on Tuesday, February 4, 2025 from 6:30 PM to 8:00 PM.

The City is currently developing an inclusionary housing ordinance (IHO). The IHO will be a component of the City's zoning code that requires housing developers to allocate a specific percentage of units in their market rate housing projects as low-income homes.



This percentage is known as the "inclusionary requirement." It will be determined based on careful assessment of citywide housing goals, State law and community input. The City will also consider the results of detailed financial modeling completed to understand how various percentages would impact project feasibility.

The IHO has not been drafted. The City is hosting a public workshop to educate residents about the legal framework and components of the IHO and share the results of project outreach and financial analyses.



At this workshop we will:



- Review the project background, relevant legislation and other local IHOs.
- Share results of the IHO community survey and developer outreach process.
- Collect additional feedback regarding eligible projects, alternatives to the inclusionary requirement and incentives to aid developers.
- Discuss how different inclusionary percentages could affect different housing projects.

We hope to see and hear from you.

Please register for this virtual event at the Project website:
www.antioch-iho.com

INDIVIDUAL COUNSELING IN RENTAL HOUSING ON ZOOM



Questions and Answers on the City of Antioch's Local Initiatives Relating to Rental Housing

Insight into significant key provisions to be mindful of.

Rent Stabilization Ordinance
aka Rent Control
Effective November 11, 2022

City of Antioch Prohibiting Retaliation
and Harassment Against Residential
Tenants
Effective October 12, 2023


City of Antioch Tenant Eviction
Protections Ordinance aka Just Cause
Effective October 10, 2024

FAQ's on Rent Program
Forms, Regulations, Resources, and Notices

A Housing Counselor will be available on Zoom to answer your questions relating to rental housing, and local tenant protections. Landlord, Tenants, Agents and Stakeholders are welcome to Check-in!

Friday, February 21, 2025

From 9:00 a.m. to 12:30 p.m.

 Zoom <https://zoom.us/j/96160145960?pwd=wqTxSZxevHP3SGJXJTLLbAolCtKduH.1>

For more information, questions or compliance concerns contact the Rent Program:

 antiochca.gov/rent-program/
 Rentprogram@antiochca.gov
 (925) 779-7017 / Hablamos español

Disclaimer:

The information contained in this material is for education and informational purposes only.

This information does not constitute legal advice, nor does it substitute for legal advice.

ASESORAMIENTO INDIVIDUAL EN VIVIENDA DE ALQUILER EN ZOOM



Preguntas y respuestas sobre las iniciativas locales de la ciudad de Antioch relacionadas con viviendas de alquiler

Información sobre las claves de proviciones importantes para tener en cuenta

Ordenanza de estabilización de alquileres, también conocida como control de alquileres
Efectiva el 11 de noviembre de 2022

Ordenanza de la ciudad de Antioch que prohíbe las represalias y el acoso contra inquilinos residenciales
Efectiva 12 de octubre de 2023

Ordenanza de protección contra el desalojo de inquilinos de la ciudad de Antioch, también conocida como causa justa
Efectiva el 10 de octubre de 2024

Preguntas frecuentes sobre los formularios, recursos y avisos requeridos del Programa de alquiler

Un asesor de vivienda estará disponible en Zoom para responder sus preguntas relacionadas con las protecciones locales para inquilinos y ayudarlo a navegar por el sitio web del Depto. del Programa de Renta (Rent Program (Dept.))

Los inquilinos, propietarios, agentes y partes interesadas pueden atender.



viernes, 21 de febrero de 2025

De las 9:00 a.m. a 12:30 p.m.

Zoom <https://zoom.us/j/96160145960?pwd=wqTxSZxevHP3SGJXJTLLbAolCtKduH.1>

Para obtener más información, preguntas o inquietudes sobre el cumplimiento, comuníquese con el departamento del Programa de Renta.



antiochca.gov/rent-program/



Rentprogram@antiochca.gov



(925) 779-7017 / Hablamos español

Descargo de responsabilidad:

La información contenida en este material tiene fines educativos e informativos únicamente.

La información no constituye asesoramiento legal ni lo sustituye.

January 28, 2025



This presentation was prepared with funding provided by Metropolitan Transportation Commissions and the Association of Bay Area Governments.

TOC Policy Agenda

1. What is the TOC Policy?
2. Why does the TOC Policy apply to Antioch?
3. What does Antioch need to do? By when?
4. What resources are available?
5. What are the next steps?

1 What is the TOC Policy?

What is the TOC Policy?

GOALS

Four goals guide the policy and **Advance Plan Bay Area 2050 (PBA 2050)** implementation:



Increase affordable housing supply in transit areas.



Increase density for commercial office development.



Prioritize transit and active transportation near stations.



Create equitable transit-oriented communities



PLAN BAY AREA 2050+

What is the TOC Policy?

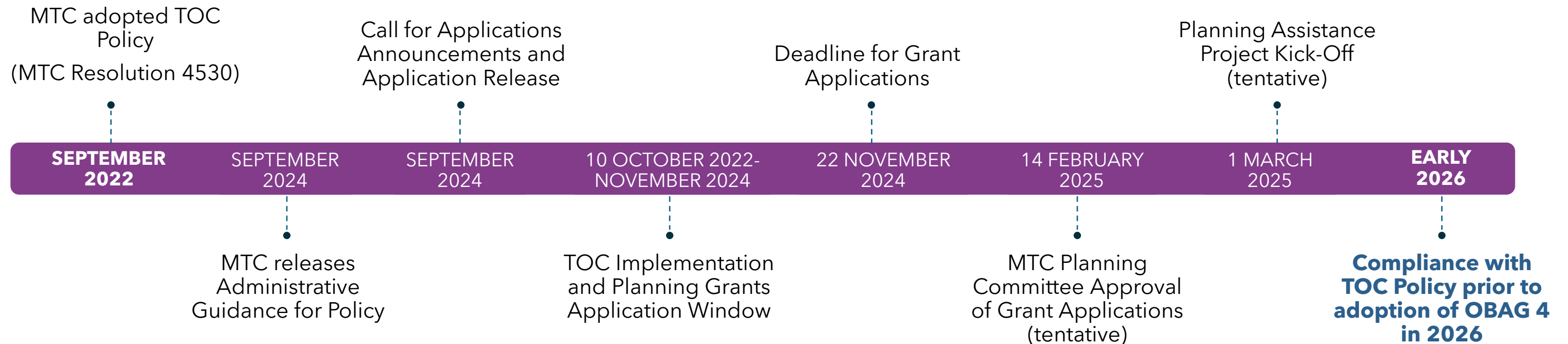
WHY IS COMPLIANCE IMPORTANT?

- Expands eligibility for some MTC discretionary funding.
- Opens consideration for Future One Bay Area Grant (OBAG) funding revisions and investments
- Across the 3 OBAG rounds, Antioch has received \$4,946,000 in funds



What is the TOC Policy?

TOC POLICY TIMELINE



2

Why does the TOC Policy
apply to Antioch?

Why does the TOC Policy apply to Antioch?

WHERE DOES THE TOC POLICY APPLY?

Areas within **½ mile** of the following types of transit stops and stations:



Regional Rail
(e.g., Bay Area
Rapid Transit,
Caltrain)



Light-Rail Transit
(LRT)



Ferries



Commuter Rail
(e.g., Capitol
Corridor, Altamont
Corridor
Express, Sonoma-
Marin Area Rail
Transit, Valley Link)



Bus Rapid Transit
(BRT)

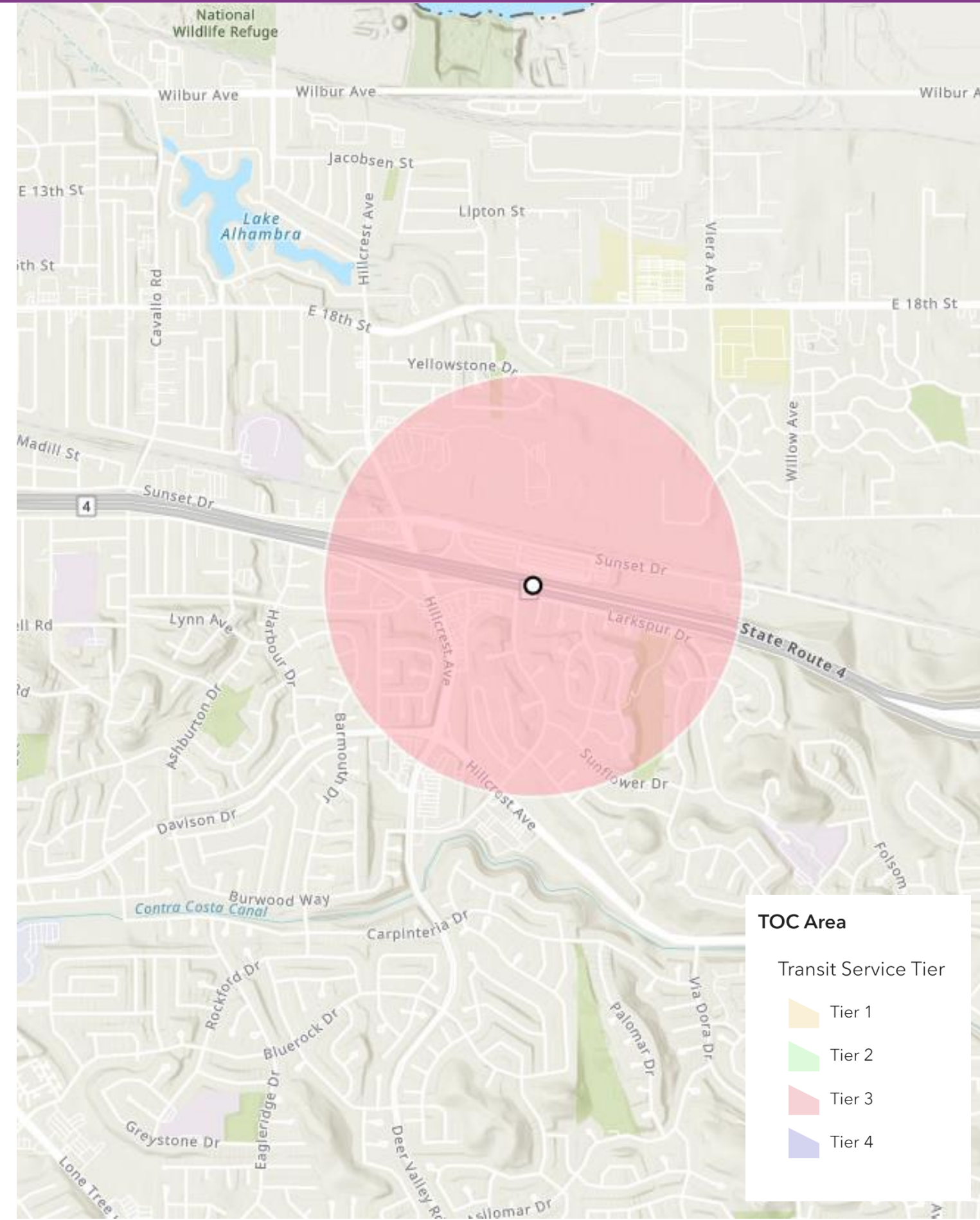


Why does the TOC Policy apply to Antioch?

ANTIOCH: TIER 3

Defined as a stop/station served by **one BART line, Caltrain, light rail transit, or bus rapid transit** and entails:

- Higher average density or FAR
- Elimination of parking minimum requirement.



3

What does Antioch need to do?
By When?

What does Antioch need to do? By When?

TOC POLICY ELEMENTS



DENSITY

Increasing residential and commercial densities around station areas



AFFORDABLE HOUSING

Adopting housing policies from the 3Ps framework (**production, preservation and protection**)



PARKING MANAGEMENT

Adjusting minimum and maximum parking ratios as well as transportation demand management policies



TRANSIT STATION ACCESS AND CIRCULATION

Planning for station access that includes active transportation uses and mobility hub infrastructure

What does Antioch need to do? By When?



DENSITY

Compliance requirements:

- Adopt minimum and maximum density/intensity that exceeds thresholds for new residential and commercial office.

Transit Tier 3 Average Density and Intensity Requirements	
Residential development thresholds	
Average minimum density	50 units/net acre
Average maximum density	75 units/net acre or higher
Commercial office development thresholds	
Average minimum FAR	2 or higher
Average maximum FAR	4 or higher

What does Antioch need to do? By When?



AFFORDABLE HOUSING: 3P's

To comply must adopt:

- **At least two policies** for each of the 3Ps (**Production, Preservation, Protection**)
- **At least one policy** for commercial stabilization

Policies may be implemented jurisdiction-wide or as an overlay in transit stations areas



What does Antioch need to do? By When?



AFFORDABLE HOUSING: 3P's

Table 9: Affordable Housing and Commercial Stabilization Policy Options

Production	Preservation	Protection and Anti-Displacement
Inclusionary Zoning	Funding to Preserve Unsubsidized Affordable Housing	"Just Cause" Eviction
Affordable Housing Funding	Tenant/Community Opportunity to Purchase	No Net Loss and Right to Return to Demolished Homes
Affordable Housing Overlay Zones	Single-Room Occupancy (SRO) Preservation	Legal Assistance for Tenants
Public Land for Affordable Housing	Condominium Conversion Restrictions	Foreclosure Assistance
Ministerial Approval	Public/Community Land Trusts	Rental Assistance Program
Public/Community Land Trusts	Funding to Support Preservation Capacity	Rent Stabilization
Development Certainty and Streamlined Entitlement Process	Mobile Home Preservation	Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities
	Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities	Tenant Relocation Assistance
		Mobile Home Rent Stabilization
		Fair Housing Enforcement
		Tenant Anti-Harassment Protections

What does Antioch need to do? By When?



PARKING MANAGEMENT

Compliance requirements:

- **Eliminate minimum parking requirements** in Transit Tier 3 for new residential or commercial development
- **Adopt parking maximums** for new residential development and new commercial development
- **Allow bicycle, shared, and unbundled parking**
- **Adopt at least one complementary policy** to address transportation demand management (TDM) and curb management
 - Examples: variable parking meter rates or a landlord providing employees/residents transit passes

ABAG-MTC Local Parking Policy Technical Assistance

PARKING POLICY PLAYBOOK

FINAL



What does Antioch need to do? By When?



TRANSIT STATION ACCESS AND CIRCULATION

Compliance requirements:

- **Adopt a jurisdiction-wide** Complete Streets Policy
- **Prioritize implementation** of Active Transportation Plan and/or relevant Community Based Transportation Plans within TOC station area.
- **Complete an access gap analysis** and accompanying capital and/or service improvement program.
- **Identify opportunities** for Mobility Hub planning and implementation.



What does Antioch need to do? By When?

OVERVIEW OF HOW TO COMPLY

Processes to demonstrate compliance in the **four topic areas**:



Use or Amend
Existing Adopted
Policies or Plans



Adopt New
Policies/Standards
Prior to Adoption
of OBAG 4



4

What Resources are Available?

What Resources are Available?

ADMINISTRATIVE GUIDANCE

- Breaks down TOC Policy and includes requirements, steps, and options to comply
- Directs to several resources to help comply including MTC’s Parking Policy Playbook



MTC Administrative Guidance: Transit-Oriented Communities Policy

Guidance for Public Agency Staff Implementing Metropolitan
Transportation Commission Resolution 4530

September 2024

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What Resources are Available?

GRANTS AVAILABLE TO ASSIST WITH POLICY DEVELOPMENT



Specific Plans and Zoning Changes Grant



Housing Policies Grant



Parking Management Grant



Transit Station Access and Circulation Grant

What Resources are Available?

GRANT APPLICATIONS WERE DUE IN NOVEMBER 2024

Antioch applied for 3 of the 4 grants:

- **Specific Plans and Zoning Changes Grant** requested \$650,000
- **Parking Management Grant** requested \$100,000
- **Transit Station Access and Circulation Grant** requested \$100,000
- Antioch requested a total of **\$850,000**

TENTATIVE GRANT AWARDS

February 14, 2025 - MTC Planning Committee Approval of Grant Applications

5

What are the
Next Steps?

What are the Next Steps?

TOC POLICY NEXT STEPS

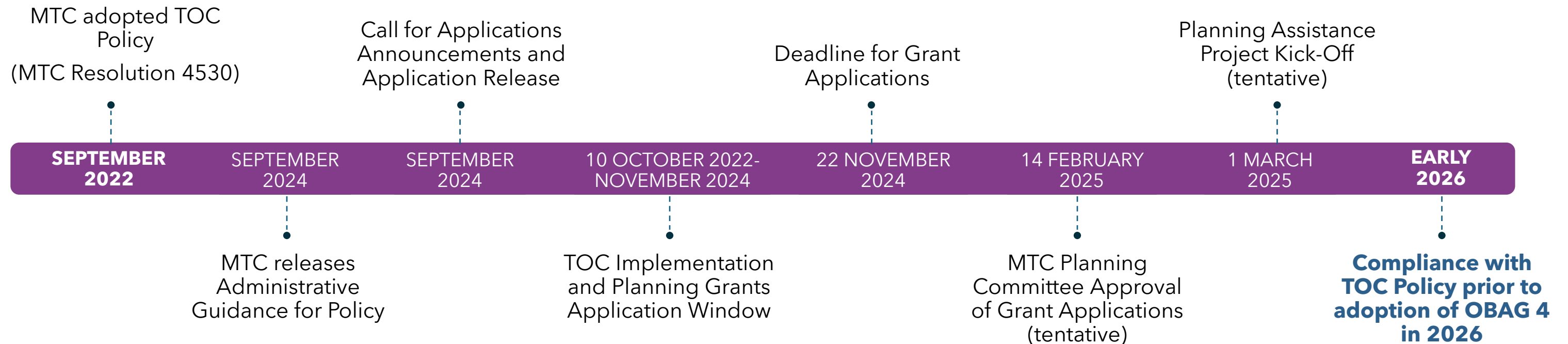
- Once awarded, City Council must **adopt a Resolution of Local Support** to receive the grant funds

Develop a work plan to:

- **Update** the Hillcrest Station Area Specific Plan to comply with the TOC policies
- **Identify and plan** to adopt feasible affordable housing policies
- **Eliminate** parking minimums and adopt parking maximums
- **Complete** any outstanding station access and circulation requirements

What is the TOC Policy?

TOC POLICY TIMELINE





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Melissa Rhodes, City Clerk
Christina Garcia, CMC, Assistant City Clerk *Cg*

SUBJECT: City Council Meeting Minutes of January 14, 2025

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of January 14, 2025.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Melissa Rhodes, City Clerk
Christina Garcia, CMC, Assistant City Clerk *Cg*

SUBJECT: City Council Special Meeting/Closed Session Minutes of
January 17, 2025

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting/Closed Session Minutes of January 17, 2025.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Melissa Rhodes, City Clerk
Christina Garcia, CMC, Assistant City Clerk *Cg*

SUBJECT: City Council Special Meeting/Budget Study Session Minutes of January 27, 2025

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting/Budget Study Session Minutes of January 27, 2025.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
DECEMBER 27, 2024 - JANUARY 16, 2025
FUND/CHECK#

100 General Fund

Non departmental

00301554	NEWSOME, TORIN	REFUND SB1186 FEE	4.00
00417240	AFLAC	PAYROLL	5,879.48
00417256	COLONIAL LIFE	MONTHLY PREMIUM	1,136.98
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	50,980.92
00417274	LIFE INSURANCE CO OF NO AMERICA	PAYROLL	5,551.69
00417277	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,605.69
00417286	PARS	PAYROLL	4,175.87
00417288	QUADIENT LEASING USA INC	POSTAGE	3,000.00
00417293	STATE OF CALIFORNIA	PAYROLL	120.00
00417294	STATE OF CALIFORNIA	PAYROLL	50.00
00417367	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	742.50
00417428	DIVISION OF STATE ARCHITECT	4TH QTR 2024 SB1186 FEES	1,001.20
00950143	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	45,752.75
00950147	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	32,412.07

City Council

00417182	FREITAS, DONALD P	PER DIEM	381.13
00417204	RLW PROPERTIES LLC	SWEARING IN EVENT MEALS	1,117.80
00417218	WILSON, MONICA E	PER DIEM	322.00
00417314	BERNAL JR, ROWLAND	PER DIEM	380.19
00949967	UNLIMITED GRAPHIC AND SIGN NETWORK	COUNCIL NAME PLATES	109.75

City Attorney

00417311	ATKINSON ANDELSON LOYA RUUD AND ROMO	LEGAL SERVICES RENDERED	60.00
00417315	BERTRAND FOX ELLIOT OSMAN & WENZEL LLP	LEGAL SERVICES RENDERED	1,255.50
00417316	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	17,212.52
00417356	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	54,450.66
00417362	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	2,074.50
00417365	KRAMER WORKPLACE INVESTIGATIONS	LEGAL SERVICES RENDERED	4,055.50
00417368	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	532.50
00417380	MEYERS HAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	150,035.19
00417387	OFFICE DEPOT INC	OFFICE SUPPLIES	35.66
00417396	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	1,392.00
00417414	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	4,637.54
00417417	THOMSON WEST	WESTLAW SUBSCRIPTION	902.48

City Manager

00417170	CONTRA COSTA COUNTY LIBRARY	Q1 TECHNOLOGY AGREEMENT	1,034.53
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City Clerk

00207391	ALHAMBRA	WATER DELIVERY SERVICE	51.46
00207392	ALHAMBRA	WATER DELIVERY SERVICE	45.46
00417185	IIMC	MEMBERSHIP DUES	135.00
00417261	EIDEN, KITTY J	MINUTES	1,225.00
00417282	OFFICE DEPOT INC	OFFICE SUPPLIES	43.02
00417300	ACCOMTEMP	TEMP SERVICES	1,123.92
00417330	CALIF, STATE OF	USE TAX REMITTANCE	8.25
00417359	IIMC	MEMBERSHIP - RHODES	505.00

City Treasurer

00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	26.62
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00417371	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	350.60
Human Resources			
00417166	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTS	237.00
00417175	DIABLO LIVE SCAN LLC	FINGERPRINTS	160.00
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.12
00417280	NEOGOV	NEOGOV SUBSCRIPTION	28,090.40
Economic Development			
00417305	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	33.42
00417412	SWEET, BRET ALEXANDER	PER DIEM	490.00
Finance Administration			
00417305	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	89.48
00417397	REYES, LYSSETTE MONIQUE	EXPENSE REIMBURSEMENT	152.52
Finance Accounting			
00417248	BADAWI & ASSOCIATES	AUDIT SERVICES	6,603.50
00417426	WILLDAN FINANCIAL SERVICES	CDIAC REPORTING	950.00
00950145	SUPERION LLC	VPAY CONSULTING	23,694.04
Finance Operations			
00417288	QUADIENT LEASING USA INC	PROTECTION FEE	10.39
00417305	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	65.88
00950144	PITNEY BOWES INC	LEASE	1,503.49
Non Departmental			
00301554	NEWSOME, TORIN	BUSINESS LICENSE REFUND	110.00
00417297	WAGeworks	ADMIN FEE 12/2024	500.00
00417383	MUNICIPAL POOLING AUTHORITY	PAYROLL	68,467.83
00417384	MUNICIPAL POOLING AUTHORITY	PAYROLL	60,479.13
Public Works Administration			
Public Works Street Maintenance			
00417198	OFFICE DEPOT INC	OFFICE SUPPLIES	39.79
00417208	SHARJO LLC	ABATEMENT SERVICES	15,764.34
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.12
00417269	HOME DEPOT, THE	SMALL TOOLS	976.05
00417292	STANDARD PLUMBING SUPPLY CO. INC.	SMALL TOOLS	95.48
00417330	CALIF, STATE OF	USE TAX REMITTANCE	53.20
00417347	DU ALL SAFETY LLC	OSHA TRAINING	1,125.00
00417374	LOWES COMPANIES INC	TARP/TOOLS	562.29
00417387	OFFICE DEPOT INC	OFFICE SUPPLIES	24.87
00417405	SHARJO LLC	CREEK CLEAN UP	3,170.43
Public Works-Signal/Street Lights			
00417247	AT AND T MCI	MODEM	482.55
00417285	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,993.85
00417310	AT AND T MCI	MODEM	161.15
00417330	CALIF, STATE OF	USE TAX REMITTANCE	103.03
00417390	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	480.13
Public Works-Facilities Maintenance			
00417269	HOME DEPOT, THE	NEW TRUCK SUPPLIES	782.68
00417285	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	566.60
00417304	ALTA FENCE CO	FENCE INSTALLATION	10,042.00
00417306	AMERICAN PLUMBING INC	PLUMBING SERVICES	395.00



CLAIMS BY FUND REPORT
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00417310	AT AND T MCI	MODEM	95.14
00417330	CALIF, STATE OF	USE TAX REMITTANCE	14.19
00417364	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	8,200.00
00417374	LOWES COMPANIES INC	SUPPLIES	2,281.80
00417375	M AND L OVERHEAD DOORS	AUTO SHOP REPAIR	3,793.61
00417390	PACIFIC GAS AND ELECTRIC CO	GAS	1,096.80
00417392	PEPPER INVESTMENTS INC	DECEMBER MAINTENANCE	1,060.00
00417394	PRECISION PLUMBING AND CONTRACTING INC	PLUMBING SERVICES	692.70
00417395	REAL PROTECTION INC.	PROFESSIONAL SERVICES	3,939.00
00417398	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	440.00
Public Works-Parks Maint			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	107.96
00417285	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	400.76
00417306	AMERICAN PLUMBING INC	PLUMBING SERVICES	3,926.25
00417310	AT AND T MCI	MODEM	161.15
00417330	CALIF, STATE OF	USE TAX REMITTANCE	101.56
00417374	LOWES COMPANIES INC	SINK	665.95
00417375	M AND L OVERHEAD DOORS	PARK REPAIR	2,615.63
00417398	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	220.00
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	110,710.15
Public Works-Median/General Land			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	44.53
00417310	AT AND T MCI	MODEM	449.83
00417330	CALIF, STATE OF	USE TAX REMITTANCE	64.14
00417390	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	14.99
00417403	SALSBURY INDUSTRIES	METAL LOCKERS AND KEYS	3,785.79
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	12,756.92
00950165	SITEONE LANDSCAPE SUPPLY HOLDING LLC	IRRIGATION SUPPLIES	7,143.74
Police Administration			
00417159	AMERICAN TROPHIES AWARDS & PROMOTIONS	PLAQUES	289.96
00417162	ARROWHEAD SCIENTIFIC INC	EVIDENCE SUPPLIES	826.54
00417163	AT AND T MOBILITY	DEPARTMENT PHONES	7,122.00
00417164	BPS TACTICAL INC.	VESTS	762.33
00417168	CONCORD UNIFORMS LLC	UNIFORMS	1,010.45
00417171	CRUMP INVESTIGATIONS	BACKGROUNDS	3,400.00
00417180	FEDEX	POSTAGE	110.19
00417188	JASON LOUIS	TRAINING	2,413.15
00417190	LEWIS, ERIN	EXPENSE REIMBURSEMENT	328.44
00417195	NELSON, AMANDA SUSANNE	EXPENSE REIMBURSEMENT	277.00
00417200	PERMANENTE MEDICAL GROUP INC, THE	MEDICAL EXAMS	7,206.00
00417202	REACH PROJECT INC	OCTOBER 2024 SERVICES	17,083.00
00417205	SAVE MART SUPERMARKETS	TRAINING WATER	54.95
00417206	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	241.25
00417207	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	342.15
00417209	SOURCING GROUP, THE	FORMS	392.85
00417213	T JUNG INVESTIGATIONS	BACKGROUND	1,900.50
00417215	TRANSUNION RISK & ALT DATA SOLUTIONS	LEO DATABASE	75.00
00417249	BECERRA, ARTURO MODESTO	EXPENSE REIMBURSEMENT	1,153.66



CLAIMS BY FUND REPORT
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00417258	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	975.10
00417281	NJOROGE, JOSEPH NJIHIA	EXPENSE REIMBURSEMENT	314.50
00417309	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	6,006.50
00417310	AT AND T MCI	MODEM	844.40
00417318	BPS TACTICAL INC.	PD VESTS	1,588.48
00417330	CALIF, STATE OF	USE TAX REMITTANCE	639.90
00417331	CANON FINANCIAL SERVICES	CONTRACT CHARGE	89.10
00417332	CANON FINANCIAL SERVICES	LATE FEE	25.00
00417338	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS LLC	UNIFORMS	454.83
00417342	COX, JOHN SPENCER	EXPENSE REIMBURSEMENT	110.91
00417343	CRIME SCENE CLEANERS INC	PROFESSIONAL SERVICES	130.00
00417346	CSI FORENSIC SUPPLY LLC	EVIDENCE SUPPLIES	610.14
00417348	DUFFY, ADAM JAMES	PER DIEM	172.00
00417376	MALSOM, STACEY K	EXPENSE REIMBURSEMENT	99.99
00417381	MII TRAINING INNOVATIONS LLC	TRAINING	950.00
00417385	NILSEN, ERIK ROBERT	PER DIEM	184.00
00417386	NILSEN, ERIK ROBERT	PER DIEM	460.00
00417391	PALMA, KRISTIAN	PER DIEM	86.00
00417393	PERRY, APRIL	PER DIEM	258.00
00417404	SHAFFER, COLE ANDREW	PER DIEM	860.00
00417406	SOUTH BAY REGIONAL PUBLIC SAFETY	TRAINING-TANGUMA	622.00
00417407	SOUZA MELLONE, MICHAEL C	PER DIEM	430.00
00417408	SOUZA MELLONE, MICHAEL C	EXPENSE REIMBURSEMENT	499.13
00417413	TANGUMA, CAESAR ELI	PER DIEM	860.00
00417427	YEGA, JEFFERSON DOH	PER DIEM	86.00
00949963	CHAPLIN & HILL INVESTIGATIVE SERVICES LLC	INVESTIGATIONS	10,373.16
00949966	UBEO BUSINESS SERVICES	COPIER LEASE	1,031.48
00949968	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	263.14
00950150	CHAPLIN & HILL INVESTIGATIVE SERVICES LLC	INVESTIGATIONS	10,288.36
Police Prisoner Custody			
00417205	SAVE MART SUPERMARKETS	JAIL FOOD	78.93
Police Community Policing			
00417178	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	72.00
00417179	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	21.00
00417263	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	10.50
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	610.99
00417337	CLAWSON, CORRIE	K9 CONCRETE PAD	2,500.00
Police Traffic Division			
00417354	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	93.92
Police Investigations			
00417156	ALHAMBRA	WATER	171.86
00417181	FLYMOTION	INTERIOR UAS REPLACEMENT	2,084.00
00417186	GPS VEHICLE TRACKING SOLUTIONS LLC	GPS TRACKER RENEWAL	2,994.00
00417194	NAPA SOLANO SART	CRIME LAB EXAM	21,600.00
00417203	REWORD HOLDING CORP FKA COVANTA	EVIDENCE DESTRUCTION	1,613.02
00417214	THOMSON WEST	CRIME ANALYSIS	1,900.00
00417242	ALHAMBRA	WATER	284.79
00417278	NAPA SOLANO SART	CRIME LAB EXAM	2,400.00



CLAIMS BY FUND REPORT
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00417330	CALIF, STATE OF	USE TAX REMITTANCE	198.32
00417341	CONTRA COSTA COUNTY	LAB SERVICES	18,262.60
PD Special Investigations Unit			
00417349	EAN SERVICES LLC	CAR RENTALS	7,967.24
Police Communications			
00417167	COMCAST	CONNECTION SERVICES	2,715.74
00417192	LIVEVIEW TECHNOLOGIES, INC	MOBILE SECURITY SYSTEM	27,327.75
00417196	NET TRANSCRIPTS	TRANSCRIPT SERVICES	102.96
00417199	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00417245	AMS DOT NET INC	VMWARE UPGRADE	1,072.50
00417247	AT AND T MCI	MODEM	1,022.79
00417257	COMCAST	CONNECTION SERVICES	311.80
00417267	GLOBALSTAR USA	SATELITE PHONE	269.79
00417310	AT AND T MCI	MODEM	939.84
00417330	CALIF, STATE OF	USE TAX REMITTANCE	77.65
00950166	SUPERION LLC	DYNAMIC STAFF SCHEDULING	17,264.00
Office Of Emergency Management			
00417279	NAVIGATING PREPAREDNESS ASSOC	CONSULTING SERVICES	2,962.50
00417310	AT AND T MCI	MODEM	501.41
Police Facilities Maintenance			
00417306	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,437.35
00417310	AT AND T MCI	MODEM	302.70
00417330	CALIF, STATE OF	USE TAX REMITTANCE	855.50
00417364	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	7,462.00
00417372	LOPEZ MNTS SVCS LLC	PROFESSIONAL SERVICES	6,450.00
00417374	LOWES COMPANIES INC	SINKS	381.13
00417392	PEPPER INVESTMENTS INC	DECEMBER MAINTENANCE	222.00
00417395	REAL PROTECTION INC.	PROFESSIONAL SERVICES	411.27
Youth Network Services			
00417303	ALAYSHIA FRAZIER	YOCH PROGRAM	288.00
00417330	CALIF, STATE OF	USE TAX REMITTANCE	13.64
00417333	CHAO, ALEXANDRA	YOCH PROGRAM	864.00
00417345	CRUZ, ADHRYAN ANDREW TAN	YOCH PROGRAM	544.00
00417351	FOLGERGRAPHICS INC	GUIDE PRINTING	1,300.00
00417353	GORMAN, ISOBELLA	YOCH PROGRAM	320.00
00417400	RODRIGUEZ, DAYANARA	YOCH PROGRAM	64.00
00417402	SAAVEDRA, GIANNA	YOCH PROGRAM	768.00
00417422	VAUGHAN, HAMIDAH	YOCH PROGRAM	896.00
PSCR Administration			
00417364	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	770.00
Community Development Administration			
00417291	SCUDERO, KEVIN S	EXPENSE REIMBURSEMENT	44.98
00417387	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
Community Development Land Planning Services			
00417176	EIDEN, KITTY J	PROFESSIONAL SERVICES	175.00
CD Code Enforcement			
00417252	CACEO	MEMBERSHIP DUES	100.00
00417321	CACEO	MEMBERSHIP DUES	100.00



CLAIMS BY FUND REPORT
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PW Engineer Land Development

00417310 AT AND T MCI	MODEM	62.91
00417330 CALIF, STATE OF	USE TAX REMITTANCE	2.90
00417336 CIVIC AVIANO LLC	PG&E REIMBURSEMENT	2,810.13
00950141 INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	103,383.75

Community Development Building Inspection

00417296 TYLER TECHNOLOGIES INC	CONSULTING SERVICES	1,600.25
00417299 WISNIEWSKI, DANIELLE NICOLE	EXPENSE REIMBURSEMENT	305.00
00417330 CALIF, STATE OF	USE TAX REMITTANCE	2.24
00950139 GRAINGER INC	SUPPLIES	73.05

Capital Imp. Administration

00207384 ISINGS CULLIGAN	WATER DISPENSER	42.65
00417379 MEDEIROS, LORILEE A	EXPENSE REIMBURSEMENT	40.32

206 American Rescue Plan Fund

Non departmental

Non Departmental

00417313 BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING	109,158.79
00417401 RUDRAM LLC	BRIDGE HOUSING	97,333.33

P & R Community Center

00417344 CRUSADER FENCE COMPANY LLC	PROGRESS PAYMENT #6	46,904.00
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207 CalVIP Grant Fund

Violence Intervention & Preven

00417350 EVIDENT CHANGE	PROFESSIONAL SERVICES	17,940.00
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213 Gas Tax Fund

Streets

00417285 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	560.31
00417390 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	298.52

214 Animal Services Fund

Animal Services

00417201 PROFESSIONAL KITCHEN SERVICES, INC	LABOR	167.24
00417241 AIRGAS INC	VET SUPPLIES	101.30
00417265 FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	130.94
00417302 AIRGAS INC	VET SUPPLIES	98.74
00417330 CALIF, STATE OF	USE TAX REMITTANCE	89.57
00417360 JA BAULCH AND ASSOCIATES	ANESTHETIC ANNUAL	991.27

219 Recreation Fund

Non departmental

00417169 CONTRA COSTA COUNTY	MEAL PROGRAM	1,693.00
00417173 DEER VALLEY HIGH SCHOOL	REFUND DEPOSIT	500.00
00417270 HUDSON, LAWANA LEE	REFUND DEPOSIT	200.00
00417276 MARTINEZ, DIANA	REFUND DEPOSIT	850.00
00417330 CALIF, STATE OF	USE TAX REMITTANCE	71.57

Nick Rodriguez Community Cent

00417244 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,413.60
00417247 AT AND T MCI	MODEM	76.86
00417259 COSTCO	VARIOUS BUSINESS EXPENSES	264.39
00417319 BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,884.11
00417330 CALIF, STATE OF	USE TAX REMITTANCE	21.68

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
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00417392	PEPPER INVESTMENTS INC	DECEMBER MAINTENANCE	222.00
00417395	REAL PROTECTION INC.	PROFESSIONAL SERVICES	114.49
00417398	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	305.48
Recreation Sports Programs			
00417310	AT AND T MCI	MODEM	32.23
00417330	CALIF, STATE OF	USE TAX REMITTANCE	9.01
00417374	LOWES COMPANIES INC	SUPPLIES	54.13
Recreation-Comm Center			
00207335	DIRECTV	MUSIC CHANNELS	47.99
00207336	REYES, ALLAN	CLASS REFUND	15.00
00417189	JENNIFER LYNN HINES	PROFESSIONAL SERVICES	4,769.69
00417251	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,467.31
00417259	COSTCO	VARIOUS BUSINESS EXPENSES	499.52
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	184.44
00417305	AMAZON CAPITAL SERVICES INC	SUPPLIES	1.50
00417310	AT AND T MCI	MODEM	33.39
00417330	CALIF, STATE OF	USE TAX REMITTANCE	26.25
00417351	FOLGERGRAPHICS INC	GUIDE PRINTING	12,613.69
00417364	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	495.00
00417371	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	334.92
00417374	LOWES COMPANIES INC	SUPPLIES	214.57
00417395	REAL PROTECTION INC.	PROFESSIONAL SERVICES	253.71
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,748.42
00950142	LSA ASSOCIATES INC	BURROWING OWL MONITORING	815.00
Recreation Water Park			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	184.44
00417273	KNORR SYSTEMS INC	CHEMICALS	2,613.95
00417305	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	638.43
00417310	AT AND T MCI	MODEM	188.72
00417319	BRADY INDUSTRIES	JANITORIAL SUPPLIES	308.79
00417330	CALIF, STATE OF	USE TAX REMITTANCE	9.35
00417392	PEPPER INVESTMENTS INC	DECEMBER MAINTENANCE	543.00
00417395	REAL PROTECTION INC.	PROFESSIONAL SERVICES	383.21
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,569.33
00950156	KNORR SYSTEMS INC	CHEMICALS	467.13
222 Measure C/J Fund			
Streets			
00417330	CALIF, STATE OF	USE TAX REMITTANCE	385.29
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	34,393.72
229 Pollution Elimination Fund			
Channel Maintenance Operation			
00417157	ALTA FENCE CO	FENCE REPAIR	515.00
00417287	PARVINDER K GIR	RIP-RAP	5,102.24
00417330	CALIF, STATE OF	USE TAX REMITTANCE	13.26
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	3.03
00417310	AT AND T MCI	MODEM	128.92



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00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,058.93
<i>Lonetree Maintenance Zone 2</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	15.87
00417310	AT AND T MCI	MODEM	222.50
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,001.54
<i>Lonetree Maintenance Zone 3</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	10.25
00417310	AT AND T MCI	MODEM	96.69
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,437.75
<i>Lonetree Maintenance Zone 4</i>			
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,493.85
252 Downtown SLLMD Fund			
<i>Downtown Maintenance</i>			
00417330	CALIF, STATE OF	USE TAX REMITTANCE	6.89
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,311.42
253 Almondridge SLLMD Fund			
<i>Almondridge Maintenance</i>			
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,434.19
254 Hillcrest SLLMD Fund			
<i>Hillcrest Maintenance Zone 1</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	6.75
00417310	AT AND T MCI	MODEM	64.46
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,298.61
<i>Hillcrest Maintenance Zone 2</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	8.10
00417310	AT AND T MCI	MODEM	225.61
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,245.62
<i>Hillcrest Maintenance Zone 4</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	5.40
00417310	AT AND T MCI	MODEM	191.83
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,926.34
255 Park 1A Maintenance District Fund			
<i>Park 1A Maintenance District</i>			
00417285	PACIFIC GAS AND ELECTRIC CO	GAS	95.83
00417310	AT AND T MCI	MODEM	32.23
00417340	COMCAST	CONNECTION SERVICES	123.80
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,438.12
256 Citywide 2A Maintenance District Fund			
<i>Citywide 2A Maintenance Zone 3</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	1.62
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,510.86
<i>Citywide 2A Maintenance Zone 4</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	1.35
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,306.83
<i>Citywide 2A Maintenance Zone 5</i>			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	1.62
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,452.86
<i>Citywide 2A Maintenance Zone 6</i>			



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00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,309.97
Citywide 2A Maintenance Zone 8			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	5.40
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,192.54
Citywide 2A Maintenance Zone 9			
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	4.04
00417310	AT AND T MCI	MODEM	128.92
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,542.90
Citywide 2A Maintenance Zone10			
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,658.67
257	SLLMD Administration Fund		
SLLMD Administration			
00417310	AT AND T MCI	MODEM	160.51
00417330	CALIF, STATE OF	USE TAX REMITTANCE	42.61
00417374	LOWES COMPANIES INC	CHAIN	22.92
00950162	ROADSAFE TRAFFIC SYSTEMS INC	TRAFFIC SIGNS	1,485.13
259	East Lone Tree SLLMD Fund		
Zone 1-District 10			
00417330	CALIF, STATE OF	USE TAX REMITTANCE	3.12
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,531.92
281	CFD 2018-01 Public Services Fund		
CFD 2018-01 Maintenance			
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,305.14
283	CFD 2022-01 Public Services Fund		
CFD 2018-01 Maintenance			
00417415	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	406.85
311	Capital Improvement Fund		
Streets			
00417369	LILYPAD EV LLC	CHARGE POINT INSTALL	27,118.14
376	Lone Diamond Fund		
Assessment District			
00301563	PUBLIC STORAGE	MONTHLY STORAGE FEE	147.00
570	Equipment Maintenance Fund		
Non departmental			
00417184	HUNT AND SONS INC	FUEL	9,918.81
00417271	HUNT AND SONS INC	FUEL	7,281.19
00417358	HUNT AND SONS INC	FUEL	19,803.61
Equipment Maintenance			
00417193	MSI FUEL MANAGEMENT INC	EXTENDED MAINTENANCE	1,649.00
00417250	BILL BRANDT FORD	OUTSIDE REPAIRS	3,956.64
00417255	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	38.41
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	283.18
00417275	LIM AUTOMOTIVE SUPPLY INC	PARTS	276.49
00417283	OREILLY AUTO PARTS	PARTS	413.23
00417301	AFFORDABLE TIRE CENTER	WHEEL ALIGNMENT	345.00
00417330	CALIF, STATE OF	USE TAX REMITTANCE	132.49
00417335	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	685.94
00417370	LIM AUTOMOTIVE SUPPLY INC	PARTS	449.86



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00417382	MUNICIPAL MAINT EQUIPMENT INC	PARTS	428.50
00417388	OREILLY AUTO PARTS	PARTS	2,531.72
00417409	SPRAYTEC	SWIVEL REEL	1,175.42
00417424	WALNUT CREEK FORD	PARTS	495.84
00950160	PETERSON TRACTOR CO	PARTS	446.96
573	Information Services Fund		
	Information Services		
00417244	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	24.13
00417310	AT AND T MCI	MODEM	124.25
	Network Support & PCs		
00417167	COMCAST	CONNECTIONS SERVICES	2,715.73
00417247	AT AND T MCI	MODEM	81.40
00417272	INSIGHT PUBLIC SECTOR INC	AZURE OVERAGES	169.22
00417310	AT AND T MCI	MODEM	193.74
00950138	CARTER, RONN	MEETING CAMERA OPERATOR	1,260.00
	Telephone System		
00417247	AT AND T MCI	MODEM	758.92
00417310	AT AND T MCI	MODEM	1,541.38
00950148	ALTURA COMMUNICATION SOLUTIONS LLC	PHONE SYSTEM RENEWAL	4,287.96
	Office Equipment Replacement		
00417245	AMS DOT NET INC	DR AZURE PROJECT	502.38
577	Post Retirement Medical-Police Fund		
	Non Departmental		
00417219	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00417225	REITREE	MEDICAL AFTER RETIREMENT	1,622.64
00417229	REITREE	MEDICAL AFTER RETIREMENT	954.90
00417230	REITREE	MEDICAL AFTER RETIREMENT	528.16
00417231	REITREE	MEDICAL AFTER RETIREMENT	528.16
00417233	REITREE	MEDICAL AFTER RETIREMENT	1,956.51
00417234	REITREE	MEDICAL AFTER RETIREMENT	709.38
00949970	REITREE	MEDICAL AFTER RETIREMENT	528.16
00949971	REITREE	MEDICAL AFTER RETIREMENT	2,735.54
00949975	REITREE	MEDICAL AFTER RETIREMENT	1,297.98
00949976	REITREE	MEDICAL AFTER RETIREMENT	454.10
00949978	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00949979	REITREE	MEDICAL AFTER RETIREMENT	817.12
00949983	REITREE	MEDICAL AFTER RETIREMENT	528.16
00949985	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00949992	REITREE	MEDICAL AFTER RETIREMENT	1,112.90
00949993	REITREE	MEDICAL AFTER RETIREMENT	2,735.54
00949998	REITREE	MEDICAL AFTER RETIREMENT	528.16
00950000	REITREE	MEDICAL AFTER RETIREMENT	965.00
00950002	REITREE	MEDICAL AFTER RETIREMENT	1,011.40
00950005	REITREE	MEDICAL AFTER RETIREMENT	817.12
00950017	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950018	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950019	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950022	REITREE	MEDICAL AFTER RETIREMENT	1,845.22



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00950028	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950034	REITREE	MEDICAL AFTER RETIREMENT	528.16
00950035	REITREE	MEDICAL AFTER RETIREMENT	1,011.40
00950036	REITREE	MEDICAL AFTER RETIREMENT	546.39
00950037	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950046	REITREE	MEDICAL AFTER RETIREMENT	185.08
00950047	REITREE	MEDICAL AFTER RETIREMENT	676.68
00950048	REITREE	MEDICAL AFTER RETIREMENT	2,003.22
00950049	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950052	REITREE	MEDICAL AFTER RETIREMENT	473.38
00950061	REITREE	MEDICAL AFTER RETIREMENT	2,735.84
00950064	REITREE	MEDICAL AFTER RETIREMENT	1,511.35
00950066	REITREE	MEDICAL AFTER RETIREMENT	2,503.00
00950070	REITREE	MEDICAL AFTER RETIREMENT	668.70
00950072	REITREE	MEDICAL AFTER RETIREMENT	954.90
00950073	REITREE	MEDICAL AFTER RETIREMENT	1,671.25
00950079	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950081	REITREE	MEDICAL AFTER RETIREMENT	1,337.71
00950084	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950085	REITREE	MEDICAL AFTER RETIREMENT	1,011.40
00950087	REITREE	MEDICAL AFTER RETIREMENT	1,511.35
00950091	REITREE	MEDICAL AFTER RETIREMENT	398.45
00950100	REITREE	MEDICAL AFTER RETIREMENT	709.98
00950101	REITREE	MEDICAL AFTER RETIREMENT	2,735.54
00950109	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950110	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950112	REITREE	MEDICAL AFTER RETIREMENT	504.30
00950114	REITREE	MEDICAL AFTER RETIREMENT	1,884.82
00950118	REITREE	MEDICAL AFTER RETIREMENT	528.16
00950119	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950123	REITREE	MEDICAL AFTER RETIREMENT	726.50
00950129	REITREE	MEDICAL AFTER RETIREMENT	909.96
00950133	REITREE	MEDICAL AFTER RETIREMENT	855.70
00950134	REITREE	MEDICAL AFTER RETIREMENT	954.90
00950136	REITREE	MEDICAL AFTER RETIREMENT	30.66
00950137	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950161	REITREE	MEDICAL AFTER RETIREMENT	528.16
00950163	REITREE	MEDICAL AFTER RETIREMENT	1,586.21

578 Post Retirement Medical-Misc Fund

Non Departmental

00417220	REITREE	MEDICAL AFTER RETIREMENT	176.48
00417223	REITREE	MEDICAL AFTER RETIREMENT	78.69
00417224	REITREE	MEDICAL AFTER RETIREMENT	78.69
00417227	REITREE	MEDICAL AFTER RETIREMENT	304.59
00417228	REITREE	MEDICAL AFTER RETIREMENT	78.69
00417235	REITREE	MEDICAL AFTER RETIREMENT	78.69
00417236	REITREE	MEDICAL AFTER RETIREMENT	216.75
00949969	REITREE	MEDICAL AFTER RETIREMENT	315.38



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00949972	REITREE	MEDICAL AFTER RETIREMENT	426.70
00949974	REITREE	MEDICAL AFTER RETIREMENT	315.38
00949977	REITREE	MEDICAL AFTER RETIREMENT	315.38
00949982	REITREE	MEDICAL AFTER RETIREMENT	196.69
00949987	REITREE	MEDICAL AFTER RETIREMENT	315.38
00949990	REITREE	MEDICAL AFTER RETIREMENT	161.20
00949991	REITREE	MEDICAL AFTER RETIREMENT	315.38
00949994	REITREE	MEDICAL AFTER RETIREMENT	196.69
00949995	REITREE	MEDICAL AFTER RETIREMENT	551.38
00949996	REITREE	MEDICAL AFTER RETIREMENT	315.38
00949999	REITREE	MEDICAL AFTER RETIREMENT	196.69
00950006	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950009	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950011	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950012	REITREE	MEDICAL AFTER RETIREMENT	551.38
00950013	REITREE	MEDICAL AFTER RETIREMENT	551.38
00950014	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950015	REITREE	MEDICAL AFTER RETIREMENT	196.69
00950016	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950024	REITREE	MEDICAL AFTER RETIREMENT	709.38
00950025	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950026	REITREE	MEDICAL AFTER RETIREMENT	551.38
00950027	REITREE	MEDICAL AFTER RETIREMENT	551.38
00950032	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950033	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950041	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950042	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950045	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950051	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950056	REITREE	MEDICAL AFTER RETIREMENT	196.69
00950057	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950058	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950060	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950062	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950067	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950069	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950074	REITREE	MEDICAL AFTER RETIREMENT	196.69
00950078	REITREE	MEDICAL AFTER RETIREMENT	709.38
00950080	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950082	REITREE	MEDICAL AFTER RETIREMENT	46.48
00950086	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950088	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950090	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950094	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950099	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950102	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950106	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950116	REITREE	MEDICAL AFTER RETIREMENT	78.69



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00950121	REITREE	MEDICAL AFTER RETIREMENT	220.00
00950122	REITREE	MEDICAL AFTER RETIREMENT	309.46
00950125	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950132	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950135	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950154	REITREE	MEDICAL AFTER RETIREMENT	552.38
00950157	REITREE	MEDICAL AFTER RETIREMENT	405.00
00950167	REITREE	MEDICAL AFTER RETIREMENT	4,780.56
00950168	REITREE	MEDICAL AFTER RETIREMENT	315.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00417221	REITREE	MEDICAL AFTER RETIREMENT	1,509.00
00417222	REITREE	MEDICAL AFTER RETIREMENT	551.38
00417226	REITREE	MEDICAL AFTER RETIREMENT	78.69
00417232	REITREE	MEDICAL AFTER RETIREMENT	431.38
00417237	REITREE	MEDICAL AFTER RETIREMENT	474.30
00417238	REITREE	MEDICAL AFTER RETIREMENT	2,735.54
00417239	REITREE	MEDICAL AFTER RETIREMENT	551.38
00949973	REITREE	MEDICAL AFTER RETIREMENT	315.38
00949980	REITREE	MEDICAL AFTER RETIREMENT	551.38
00949981	REITREE	MEDICAL AFTER RETIREMENT	315.38
00949984	REITREE	MEDICAL AFTER RETIREMENT	551.38
00949986	REITREE	MEDICAL AFTER RETIREMENT	185.08
00949988	REITREE	MEDICAL AFTER RETIREMENT	136.69
00949989	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00949997	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950001	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950003	REITREE	MEDICAL AFTER RETIREMENT	56.00
00950004	REITREE	MEDICAL AFTER RETIREMENT	551.38
00950007	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950008	REITREE	MEDICAL AFTER RETIREMENT	451.37
00950010	REITREE	MEDICAL AFTER RETIREMENT	431.38
00950020	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950021	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950023	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950029	REITREE	MEDICAL AFTER RETIREMENT	473.38
00950030	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950031	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950038	REITREE	MEDICAL AFTER RETIREMENT	426.70
00950039	REITREE	MEDICAL AFTER RETIREMENT	400.00
00950040	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950043	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950044	REITREE	MEDICAL AFTER RETIREMENT	2,735.54
00950050	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950053	REITREE	MEDICAL AFTER RETIREMENT	528.16
00950054	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950055	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950059	REITREE	MEDICAL AFTER RETIREMENT	817.12



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00950063	REITREE	MEDICAL AFTER RETIREMENT	934.26
00950065	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950068	REITREE	MEDICAL AFTER RETIREMENT	1,845.22
00950071	REITREE	MEDICAL AFTER RETIREMENT	426.70
00950075	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950076	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950077	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950083	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950089	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950092	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950093	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950095	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950096	REITREE	MEDICAL AFTER RETIREMENT	136.69
00950097	REITREE	MEDICAL AFTER RETIREMENT	429.00
00950098	REITREE	MEDICAL AFTER RETIREMENT	196.69
00950103	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950104	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950105	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950107	REITREE	MEDICAL AFTER RETIREMENT	1,011.40
00950108	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950111	REITREE	MEDICAL AFTER RETIREMENT	431.38
00950113	REITREE	MEDICAL AFTER RETIREMENT	318.86
00950115	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950117	REITREE	MEDICAL AFTER RETIREMENT	551.38
00950120	REITREE	MEDICAL AFTER RETIREMENT	110.00
00950124	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950126	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950127	REITREE	MEDICAL AFTER RETIREMENT	315.38
00950128	REITREE	MEDICAL AFTER RETIREMENT	1,902.80
00950130	REITREE	MEDICAL AFTER RETIREMENT	78.69
00950131	REITREE	MEDICAL AFTER RETIREMENT	2,067.80
00950152	REITREE	MEDICAL AFTER RETIREMENT	236.69
00950158	REITREE	MEDICAL AFTER RETIREMENT	431.38
611	Water Fund		
	Non departmental		
00417177	FASTENAL CO	SUPPLIES	1,029.51
00417198	OFFICE DEPOT INC	OFFICE SUPPLIES	2,748.43
00417246	ANIXTER INC	MASTER PAD LOCKS	3,032.15
00417251	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,700.23
00417262	FASTENAL CO	VESTS	1,240.64
00417266	GEMPLERS INC	RAIN GEAR	9,181.45
00417275	LIM AUTOMOTIVE SUPPLY INC	PARTS	614.16
00417330	CALIF, STATE OF	USE TAX REMITTANCE	31.74
00417374	LOWES COMPANIES INC	SUPPLIES	55.84
00417410	STANDARD PLUMBING SUPPLY CO. INC.	CONCRETE	459.11
00417411	STANDARD PLUMBING SUPPLY CO. INC.	CONCRETE	476.32
00949964	GRAINGER INC	SUPPLIES	433.04
00950139	GRAINGER INC	CAUTION TAPE	142.50



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Water Supervision

00417352	GOMES, MATT	CHECK REPLACEMENT	255.77
00417423	WAIS NADERI	CHECK REPLACEMENT	273.95

Water Production

00417160	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	150.00
00417161	ANTIOCH ACE HARDWARE	KEYS	25.63
00417212	STATE WATER RESOURCES CONTROL BOARD	SWRCB ANNUAL PERMIT FEE	21,150.00
00417247	AT AND T MCI	MODEM	783.26
00417253	CANON FINANCIAL SERVICES	LEASE	96.58
00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	250.62
00417268	HARRINGTON INDUSTRIAL PLASTICS LLC	PUMP PARTS	5,150.99
00417269	HOME DEPOT, THE	SMALL TOOLS	1,043.41
00417304	ALTA FENCE CO	FENCE WORK	3,044.00
00417307	ANTIOCH ACE HARDWARE	SUPPLIES	858.72
00417308	ANTIOCH ACE HARDWARE	PVC	543.11
00417310	AT AND T MCI	MODEM	46.09
00417312	AVEVA SELECT CALIFORNIA	SOFTWARE LICENSE	21,265.00
00417317	BORGES AND MAHONEY	COMPUTER EQUIPMENT	689.76
00417330	CALIF, STATE OF	USE TAX REMITTANCE	227.23
00417355	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00417363	KARL NEEDHAM ENTERPRISES INC	SLUDGE	21,634.90
00417364	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	939.00
00417366	KRUGER INC	SAND	1,040.38
00417374	LOWES COMPANIES INC	SUPPLIES	842.11
00417378	MCMASTER CARR SUPPLY CO	PARTS	1,368.56
00417387	OFFICE DEPOT INC	OFFICE SUPPLIES	145.57
00417390	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58.81
00417399	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	220.00
00417419	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,485.00
00417420	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,440.98
00417421	UNIVAR SOLUTIONS USA INC	CHEMICALS	15,372.12
00950151	CHEMTRADE CHEMICALS US LLC	CHEMICALS	10,859.87
00950153	GRAINGER INC	ELECTRICAL EQUIPMENT	4,972.06

Water Distribution

00417158	AMERICAN CASTING AND MFG CORP	METER LOCK TAGS	2,954.00
00417165	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	20,025.00
00417172	CWEA SFBS	MEMBERSHIP DUES	239.00
00417174	DELTA DIABLO	RECYCLE WATER	8,056.61
00417177	FASTENAL CO	SUPPLIES	301.76
00417183	HAWTHORN VENTURES LLC	UNIFORM	1,225.35
00417187	ISINGS CULLIGAN	NOVEMBER WATER 2024	21.33
00417191	LIM AUTOMOTIVE SUPPLY INC	SMALL TOOLS	36.21
00417198	OFFICE DEPOT INC	OFFICE SUPPLIES	296.89
00417211	STANDARD PLUMBING SUPPLY CO. INC.	FITTINGS	93.28
00417216	ULINE	SUPPLIES	50.94
00417243	ALTA FENCE CO	FENCE REPAIR	228.00
00417260	E SOURCE COMPANIES LLC	STATE WATER AUDIT	2,700.00
00417262	FASTENAL CO	WRENCH	603.65



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
DECEMBER 27, 2024 - JANUARY 16, 2025
FUND/CHECK#

00417265	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	101.79
00417284	PACE SUPPLY CORP	VALVE REPAIR PARTS	4,342.19
00417289	ROBERTS AND BRUNE CO	WATER PIPE	1,448.70
00417290	SCHATZ, MICHAEL J	EXPENSE REIMBURSEMENT	718.75
00417295	SUNRISE ENVIRONMENTAL	LUBRICANTS	308.07
00417308	ANTIOCH ACE HARDWARE	PIPE FITTINGS	700.11
00417310	AT AND T MCI	MODEM	32.23
00417320	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	5,400.00
00417330	CALIF, STATE OF	USE TAX REMITTANCE	524.83
00417334	CHECK PROCESSORS INC	LOCKBOX PROCESSING	505.42
00417361	JACK DOHENY COMPANY	HOSE	199.40
00417374	LOWES COMPANIES INC	PIPE FITTINGS	1,729.49
00417389	PACE SUPPLY CORP	PIPE FITTINGS	2,325.63
00417410	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	744.33
00417418	TYLER TECHNOLOGIES INC	UTILITY PAYMENT SYSTEM	41,530.77
00417425	WESTERN PACIFIC TRUCK SCHOOL	DMV CLASS	9,990.00
00949965	INFOSEND INC	PRINT AND MAIL SERVICES	4,262.39
00950140	INFOSEND INC	PRINT AND MAIL SERVICES	62.10
00950146	UBEO BUSINESS SERVICES	COPY EXPENSE	54.66
00950149	BADGER METER INC	CELLULAR SERVICE	14,546.34
00950153	GRAINGER INC	SUPPLIES	162.99
00950155	INFOSEND INC	PRINT AND MAIL SERVICES	501.12
Public Buildings & Facilities			
00417254	CDM SMITH INC	PROFESSIONAL SERVICES	44,396.45
00417330	CALIF, STATE OF	USE TAX REMITTANCE	119.63
00417416	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	6,660.00
Water Systems			
00950149	BADGER METER INC	REGISTERS	21,771.60
621 Sewer Fund			
Swr-Wastewater Administration			
00417161	ANTIOCH ACE HARDWARE	SUPPLIES	954.43
00417165	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	20,025.00
00417187	ISINGS CULLIGAN	NOVEMBER WATER 2024	21.32
00417197	OCCUPATIONAL HEALTH CENTERS OF CA INC	PRE-EMPLOYMENT MEDICAL	916.00
00417198	OFFICE DEPOT INC	OFFICE SUPPLIES	39.81
00417210	SPARTAN TOOL LLC	PUSH CAMERA	3,619.32
00417216	ULINE	SUPPLIES	50.93
00417217	WECO INDUSTRIES INC	MANHOLE HOOKS	2,428.52
00417243	ALTA FENCE CO	FENCE REPAIR	228.00
00417262	FASTENAL CO	SAW BLADES	470.96
00417298	WECO INDUSTRIES INC	FILL HOSE	1,590.51
00417310	AT AND T MCI	MODEM	65.62
00417320	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	5,400.00
00417330	CALIF, STATE OF	USE TAX REMITTANCE	108.15
00417334	CHECK PROCESSORS INC	LOCKBOX PROCESSING	505.42
00417347	DU ALL SAFETY LLC	OSHA TRAINING	1,125.00
00417374	LOWES COMPANIES INC	SUPPLIES	224.91
00417377	MCCAMPBELL ANALYTICAL INC	WATER SAMPLING	789.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
DECEMBER 27, 2024 - JANUARY 16, 2025
FUND/CHECK#

00417387	OFFICE DEPOT INC	OFFICE SUPPLIES	36.96
00417418	TYLER TECHNOLOGIES INC	UTILITY PAYMENT SYSTEM	41,530.78
00949965	INFOSEND INC	PRINT AND MAIL SERVICES	4,262.38
00950140	INFOSEND INC	PRINT AND MAIL SERVICES	62.08
00950146	UBEO BUSINESS SERVICES	COPIER	99.35
00950153	GRAINGER INC	SUPPLIES	162.99
00950155	INFOSEND INC	PRINT AND MAIL SERVICES	501.12
00950159	OWEN EQUIPMENT SALES	SUPPLIES	835.19
00950164	SCOTTO, CHARLES W AND DONNA F	FEBRUARY 2025 RENT	5,350.00
631	Marina Fund		
	Marina Administration		
00417264	FASTSIGNS	CHRISTMAS PARADE BANNER	223.87
00417282	OFFICE DEPOT INC	OFFICE SUPPLIES	33.96
00417306	AMERICAN PLUMBING INC	PLUMBING SERVICES	350.00
00417330	CALIF, STATE OF	USE TAX REMITTANCE	0.36
00417339	COMCAST	CONNECTION SERVICES	698.81
00417357	HENDERSON MARINE SUPPLY	DOCK REPAIR MATERIAL	1,445.95
00417364	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	1,540.00
00417374	LOWES COMPANIES INC	PROPANE FOR HEATER	400.36
00417392	PEPPER INVESTMENTS INC	DECEMBER MAINTENANCE	125.00
00417395	REAL PROTECTION INC.	PROFESSIONAL SERVICES	79.39



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney DC

SUBJECT: REJECTION OF CLAIM: NAKEISHA WARDLAW

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Nakeisha Wardlaw.

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

ATTACHMENTS

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie M. Scott, City Manager *BMS*

SUBJECT: Display of The Pan-African Flag at City Hall

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution directing the City Manager or designee to fly the Pan-African Flag at City Hall throughout the month of February 2025 in recognition of Black History Month in the City of Antioch.

FISCAL IMPACT

This action has no fiscal impact. The Pan-African Flag will be provided to the City by residents of its community who have requested to fly the flag at City Hall during Black History Month.

DISCUSSION

The City received a request from Antioch Alliance of Californians for Community Empowerment (ACCE) to fly the Pan-African Flag, also known as the Afro-American Flag and the Black Liberation Flag, at Antioch City Hall.

The Pan-African Flag is a tri-color flag consisting of three equal horizontal bands, which are red, black, and green. The three colors on the Pan-African Flag each have a symbolic meaning:

- Red represents the blood that unites all people of Black African ancestry and that was shed for liberation.
- Black represents people whose existence as a nation, though not a nation-state, is affirmed by the existence of the flag.
- Green represents the abundant natural wealth of Africa.

The Pan-African Flag was adopted by the UNIA at a conference in New York City in 1920.

At the January 28, 2025 Antioch City Council meeting, the City Council shall discuss a proclamation for Black History Month along with passage of the attached resolution to fly the Pan-African Flag at City Hall throughout the month of February 2025 in recognition of Black History Month in the City of Antioch.

ATTACHMENT

- A. Resolution
- B. Flag Display Policy

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DIRECTING THE CITY MANAGER OR DESIGNEE TO FLY THE PAN-AFRICAN
FLAG AT ANTIOCH CITY HALL THROUGHOUT THE MONTH OF FEBRUARY 2025
IN RECOGNITION OF
BLACK HISTORY MONTH**

WHEREAS, in 1920, the Pan-African Flag, also known as the Black Liberation Flag and the Afro-American Flag, was adopted by the UNIA at a conference in New York City;

WHEREAS, the Pan-African Flag is a tri-color flag consisting of three equal horizontal bands, which are red, black, and green;

WHEREAS, the three colors on the Pan-African Flag each have a symbolic meaning:

- Red represents the blood that unites all people of Black African ancestry and that was shed for liberation;
- Black represents people whose existence as a nation, though not a nation-state, is affirmed by the existence of the flag; and
- Green represents the abundant natural wealth of Africa;

WHEREAS, many of the residents, students, employees, and business owners within the City of Antioch who contribute to the enrichment of our City are a part of the African American community;

WHEREAS, African Americans serve as leaders in all professional fields, make contributions that strengthen the fabric of American society;

WHEREAS, African Americans should feel safe to learn, grow, work, and enjoy their lives without the fear of discrimination, harassment, or hate crimes;

WHEREAS, the African American civil rights movement has achieved great progress, but there is more work to be done within our nation;

WHEREAS, the Pan-African Flag, also known as the Black Liberation Flag or Afro American Flag, has been used since the 1920's as a symbol of freedom and unity;

WHEREAS, flying the Pan-African Flag at City Hall throughout the month of February 2025 further symbolizes the City's celebration of diversity and support for the African American community;

WHEREAS, the Pan-African Flag has been raised around the world as a symbol of freedom, unity, inclusion, belonging, and hope for members of the African American community;

RESOLUTION NO. 2025/**

January 28, 2025

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WHEREAS, the City of Antioch will be offered a Pan-African Flag by residents of its community who request to fly the flag at City Hall during Black History Month; and

WHEREAS, the City Council is open to considering similar requests to fly flags celebrating the efforts of other nationally recognized civil rights movements that strive for equal rights and equal protection under the law for groups that have historically endured and sought to overcome unlawful and unjust discrimination within our country.

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

The City Manager or designee to fly the Pan-African Flag, also known as the Black Liberation Flag and the Afro-American Flag, at City Hall throughout the month of February 2025 in recognition of Black History Month in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANITOC

ATTACHMENT B

RESOLUTION NO. 2020/23

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING A POLICY FOR THE DISPLAY OF FLAGS AT
CITY FACILITIES**

WHEREAS, the City of Antioch ("City") displays flags at City Hall and other City facilities in accordance with Federal and State law;

WHEREAS, displays of flags on the City's flagpoles express the City's official sentiments;

WHEREAS, the City of Antioch has not historically had a comprehensive policy for the display flags on City flagpoles, but the City Council recognizes the need for such a policy;

WHEREAS, the City Council desires to adopt a policy for the display of flags at City Hall and other City facilities including the United States flag, the California State flag, the United States Armed Forces flags, the City of Antioch flag, and other commemorative flags approved by a resolution of the City Council; and

WHEREAS, at the January 14, 2020, Antioch City Council meeting, the City Council discussed and considered a working draft of a policy for the display of flags at City facilities and directed staff to bring an updated draft of such policy forward at a subsequent City Council meeting for further consideration.

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

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Decision

The City Council of the City of Antioch hereby adopts the City of Antioch Flag Display Policy attached hereto as Exhibit A.

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 2020/23

February 11, 2020

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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 11th day of February 2020 by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None



ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH



CITY OF ANTIOCH FLAG DISPLAY POLICY

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ARTICLE I. INTRODUCTION

Section 1.01 Goal

The goal of the City of Antioch ("**City**") Flag Display Policy is to provide standard procedures for the display of flags at City facilities while promoting patriotism, inclusion, and pride in the City. The display of flags shall support the vision, mission, and objectives of the City and present the City in a positive and professional manner.

Section 1.02 Purpose

The purpose of this policy is to establish that the flag of the United States of America (the "**American Flag**"), the California state flag (the "**State Flag**"), United States Armed Forces flags ("**Military Flags**"), City of Antioch flag ("**Antioch Flag**"), and other flags approved by an adopted resolution of the City Council ("**Other Approved Flags**") are welcome and authorized for display at Antioch City Hall and/or other City facilities.

Section 1.03 Applicability

This policy applies to all flags identified herein that are flown at City facilities.

Section 1.04 The American Flag in Antioch

The American Flag is a symbol of pride and freedom for all Americans. To encourage patriotism and appreciation for the United States of America, the City of Antioch encourages the display of the American Flag in our city. In particular, the City encourages the display of the American Flag at residential homes, businesses, and civic organizations on Memorial Day, Veterans Day, Flag Day, and Independence Day. On Memorial Day the American flag should be flown at half-staff from sunrise until noon only, then raised briskly to the top of the staff until sunset, in honor of the nation's battle heroes.

Section 1.05 Definitions

Half-Staff: The position of the flag when it is one-half the distance between the top and bottom of the staff.

Executive or Military Department: Any agency listed under Sections 101 and 102 of Title 5, United States Code.

Member of Congress: A Senator, Representative, Delegate, or the Resident Commissioner from Puerto Rico.

Section 1.06 References

United States Code (U.S.C.A.), Title 4 United States Code (U.S.C.A.), Title 36 California Government Code, Sections 430-439.

ARTICLE II. GENERAL PROVISIONS

Section 2.01 Policy

The City's Flag Display Policy for City Hall and other City facilities shall be in accordance with United States Code (U.S.C.A.), Title 4 and Title 36 and California Government Code, Sections 430-439.

Section 2.02 The Display of Flags on the City's Flagpoles Represents the City of Antioch's Official Sentiments

The display of flags represents the City of Antioch's official sentiments and the City may choose what it desires to publish and endorse on its flagpoles, provided it is consistent with the law. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's official sentiments. Any such authorization shall be given at a duly noticed meeting of the City Council. The City's flagpoles are to be used exclusively by the City, where the City Council may display a commemorative flag as a form of government speech and expression. The City's flagpoles are not intended to serve as a forum for free expression by the public.

Section 2.03 Display of Flags Generally

2.03.1 The American Flag together with the State Flag shall be displayed daily at major City operated facilities.

2.03.2 When the American Flag and State Flag are displayed with other flags, the American Flag shall be placed in the first position of honor and the State Flag shall be placed in the position of second honor at all times.

2.03.3 The American Flag and State Flag may be displayed from sunrise to sunset. Proper illumination is recommended if the flags will be displayed twenty-four (24) hours per day.

2.03.4 The American Flag and State Flag should not be displayed on days when the weather would place them at substantial risk of damage, in the judgment of the City Manager or designee.

2.03.5 Flags displayed on the same halyard shall have the American Flag at the peak in the first position of honor, with the State Flag directly below the American Flag in the second position of honor in such a manner as not to interfere with any part of the American Flag. All other flags shall be displayed at a position subordinate to the State Flag.

2.03.6 When the American Flag and State Flag are displayed at the same time on separate flagpoles, the staffs shall be of equal height, the flags shall be of equal size, and the State Flag shall be positioned to the American Flag's left or the observer's right. The American Flag shall be hoisted first and lowered last.

2.03.7 The American Flag and State Flag, and any other displayed flag adjacent to these, shall be flown at half-staff during any of the following circumstances:

- a) During a national day of mourning or remembrance as declared by the President of the United States. The period of time that the flags remain at half-staff shall be determined by Presidential order.
- b) During a State day of mourning or remembrance as declared by the Governor of the State of California. The period of time that the flags remain at half-staff shall

be determined by gubernatorial order. On Memorial Day each year, the flags shall be displayed at half-staff until noon only, then raised to the top of the staff.

- c) By order, and for the period prescribed, by the Antioch City Council.
- d) An occasion befitting a local day of mourning or remembrance as determined by the City Manager of the City of Antioch. The length of time that the flags remain at half-staff shall be prescribed by the City Manager.

When displayed at half-staff, the American Flag and State Flag shall be first hoisted to the peak for a moment and then lowered to the half-staff position. The flags shall be again raised to the peak before they are lowered for the day. When displayed from adjacent staffs, the American Flag shall be raised and lowered first.

2.03.8 No flag shall be displayed above the American Flag.

2.03.9 When the American Flag is displayed over the middle of the street, the flag should be suspended vertically with the union (blue field) to the north in an east and west street, or to the east in a north and south street

2.03.10 When the American Flag is displayed with another flag from crossed staffs, the American Flag should be on the right (the flag's own right, the observer's left) and its staff should be in front of the staff of the other flag.

2.03.11 The City of Antioch recognizes that any rule or custom pertaining to the display of the American Flag may be altered, modified, or repealed, or additional rules with respect thereto may be prescribed, by the Commander in Chief of the Armed Forces of the United States, whenever deemed to be appropriate or desirable. Any such alteration or additional rule shall take precedence over the practices set forth in this policy.

Section 2.04 Display of Flags Outside City Hall

The American Flag shall be displayed in the first position of honor, which is the observer's extreme left or at the highest point. The State Flag shall be displayed in second position of honor, which on a single flagpole is directly beneath the American Flag. The City of Antioch Flag shall be placed in the third position of honor directly beneath the State Flag, unless a United States Armed Forces Flag(s) (e.g. POW/MIA flag, which serves as the symbol of our Nation's concern and commitment to achieving the fullest possible accounting of all Americans who still remain, or in the future may become, unaccounted for as prisoners of war, missing in action or otherwise unaccounted for as a result of hostile action) precedes it. If so, the City of Antioch Flag will be in the fourth position of honor directly below the Military Flag.¹ Other Approved Flags shall be in the subordinate positions of honor.

Section 2.05 Display of Flags When There Are Multiple Flagpoles

If there are multiple flagpoles displaying flags together in the same location, the American Flag, State Flag and City of Antioch Flag shall be displayed as follows: The American Flag shall be displayed in first position of honor, which is the observer's extreme left or at the highest point in the center. The State Flag shall be displayed in second position of honor to the right of the American Flag. The City of Antioch Flag shall be placed in the third position to the left of the American Flag.

¹ At the time of drafting this policy, City Hall uses a single flagpole for the display of the American, California, POW/MIA, and City of Antioch flags. If the City elects to use multiple flagpoles at City Hall at some point in the future, then Section 2.05 of this policy would apply.

Section 2.06 Display of Flags Inside City Hall and Other Facilities

If the American Flag is displayed in a lobby area it must be displayed in the first position of honor. This position is on the left side of the lobby upon entrance.

Section 2.07 Display of Flags in the City Council Chambers

The American Flag, State Flag and City Flag shall be the only flags displayed in the City Council Chambers. The American Flag shall be displayed in the first position of honor. This position is on the Mayor and City Council's right as they face the audience or to the observer's left. The State Flag shall be displayed in the second position of honor. This position is to the observer's right of the American Flag. The City Flag shall be displayed to the observer's right of the State Flag.

Section 2.08 Disposal of American Flag or State Flag

When the American Flag or State Flag, deteriorates to such a condition that it no longer serves as a fitting emblem of display, it shall be destroyed in a dignified manner, preferably by burning. All fire stations are flag disposal sites.

ARTICLE III. PUBLIC REQUESTS TO DISPLAY FLAGS ON CITY FLAGPOLES

Section 3.01 Process and Timeline for Public Requests to a Display Flag at City Hall and Other City Facilities

The City Council is open to considering public requests to display flags celebrating the efforts of nationally recognized civil rights movements that strive for equal rights and equal protection under the law for groups that have historically endured and sought to overcome unlawful and unjust discrimination within our country. Public requests to display such flags should be submitted to the City Clerk's Office at least **45 days** prior to the requested date of the flag raising and display.

- The City Clerk shall record the date of the request and forward it to the City Manager and the City Attorney for review.
- The City Manager shall present the request to the Mayor, who shall to agendize the request for the consideration of City Council, unless the City Attorney provides a written recommendation to deny the request supported by his or her analysis that the request is inconsistent with the goals and purposes of the City of Antioch Flag Policy.
- If an applicant's request to display a flag on the City's flagpole has been denied, the City Council shall only consider that same request if a member of the City Council makes a request to the Mayor or City Manager in writing on behalf of the applicant to place the item on the City Council agenda.
- The City Council shall then consider whether to approve or deny the request to display the flag by majority vote.
- The City Council reserves the right to disqualify or deny requests, in its sole discretion, that are not consistent with the goals and purpose of the City of Antioch Flag Display Policy.

Section 3.02 Time Limit for Displaying Other Approved Flags

Other Approved Flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days.

Section 3.03 Other Approved Flags Shall Be Displayed in the Last Position of Honor

Other Approved Flags displayed on City flagpoles shall be displayed in the last position of honor beneath the City of Antioch Flag, unless otherwise directed by the City Council and to the extent such display does not conflict with federal law, state law, or this policy.

Section 3.04 Purchase of Other Approved Flags

The City may only purchase American Flags, State Flags, Military Flags, and City Flags. If the City Council votes to display a flag in response to a public request, the person or group making the public request shall provide the flag to the City and be responsible for the cost of the flag.




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Traya, Operations Supervisor Parks

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Amendment to the FY 2024/25 Capital Improvement and Operating Budget in the Amount of \$325,000 from the Park-In-Lieu Fund for the Playground Replacement Purchase at Marchetti Park

RECOMMENDED ACTION

It is recommended that the City Council approve a resolution to amend the FY 2024/25 Capital Improvement and Operating Budget in the amount of \$325,000 from the Park-In-Lieu Fund for the playground replacement purchase at Marchetti Park.

FISCAL IMPACT

Approval of this resolution will increase the budget for the Marchetti Park Renovation project in the amount of \$325,000 from Park-In-Lieu Fund for a total project budget of \$2,254,366 to include the cost of the Marchetti Park playground replacement.

DISCUSSION

On November 26, 2024, the City Council approved an amendment increasing the FY 2024/25 Capital Improvement and Operating Budget in the amount of \$23,705 from the Park-in-Lieu Fund and approved the cooperative purchase agreement with Landscape Structures Inc. to purchase a new playground for Marchetti Park in the amount of \$294,893.97 with a ten (10) percent contingency in the amount of \$29,489.40 for a total amount not to exceed \$324,383.40 (Attachment B). The \$301,295 of Park-In-Lieu funds that were proposed to be utilized for this procurement had been previously encumbered by the Marchetti Park Renovation project. Staff recommends a budget amendment in the amount of \$325,000 to fund the replacement cost of the Marchetti Park playground.

ATTACHMENTS

- A. Resolution
- B. Resolution 2024/171

ATTACHMENT "A"

RESOLUTION NO. 2025/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AMENDMENT TO THE FY 2024/25 CAPITAL IMPROVEMENT AND
OPERATING BUDGET IN THE AMOUNT OF \$325,000 FROM THE PARK-IN-LIEU
FUND FOR THE PLAYGROUND REPLACEMENT PURCHASE AT MARCHETTI
PARK**

WHEREAS, on November 26, 2024, the City Council approved Resolution 2024/171 to increase the FY 2024/25 Capital Improvement and Operating Budget in the amount of \$23,705 from the Park-in-Lieu Fund for a total project budget of \$325,000;

WHEREAS, the City Council approved a cooperative purchase agreement with Landscape Structures Inc. to purchase a new playground for Marchetti Park in the amount of \$294,893.97 with a ten (10) percent contingency in the amount of \$29,489.40 for a total amount not to exceed \$324,383.40 using Sourcewell Cooperative Purchasing Agreement (N0. 010521-LSI);

WHEREAS, upon further review by staff, an additional budget amendment is necessary to cover the replacement cost of the Marchetti Playground;

WHEREAS, funding for this budget amendment increase in the amount of \$325,000 is available from the Park-in-Lieu Fund to help complete the entire Capital Improvement project as approved by the City Council; and

WHEREAS, the City Council has considered amending the FY 2024/25 Capital Improvement and Operating Budget from the Park-In-Lieu Fund in the amount of \$325,000 for the playground replacement purchase at Marchetti Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves a resolution to amend the FY 2024/25 Capital Improvement and Operating Budget from the Park-In-Lieu Fund in the amount of \$325,000 for the playground replacement purchase at Marchetti Park.

* * * * *

RESOLUTION NO. 2025/***

January 28, 2025

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

RESOLUTION NO. 2024/171

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AMENDMENT TO THE FISCAL YEAR 2024/25 CAPITAL IMPROVEMENT AND OPERATING BUDGET IN THE AMOUNT OF \$23,705, APPROVING THE MARCHETTI PARK PLAYGROUND COOPERATIVE PURCHASE AGREEMENT IN THE AMOUNT OF \$324,383.40 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COOPERATIVE PURCHASING AGREEMENT

WHEREAS, at the Parks and Recreation Commission special meeting of June 7, 2022, staff shared and discussed the revised playground design for Marchetti Park with the Parks and Recreation Commission as part of the *Draft 2022-2027 Five Year Capital Improvement Program PW 150-22* discussion;

WHEREAS, the Parks and Recreation Commission recommended that Council approve the revised Marchetti playground design which incorporates inclusive play elements as well as other upgrades which improve accessibility to park users as desired in the City's *Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces*;

WHEREAS, the City obtained a quote from Landscape Structures Inc. (LSI), a Sourcewell cooperative purchasing vendor, for a new playground at Marchetti Park. The City can utilize Sourcewell Cooperative Purchasing agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services;

WHEREAS, the City Council has considered approving an amendment increasing the Fiscal Year 2024/25 Capital Improvement and Operating Budget in the amount of \$23,705 from the Park-in-Lieu fund for a total project budget of \$325,000; and

WHEREAS, the City Council has considered approving the cooperative purchase agreement with LSI to purchase a new playground for Marchetti Park in the amount of \$294,893.97 with a ten (10) percent contingency in the amount of \$29,489.40 for a total amount not to exceed \$324,383.40 using Sourcewell Cooperative Purchasing Agreement (No. 010521-LSI); and authorizing the City Manager to execute the cooperative purchasing agreement.

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

1. Approves an amendment increasing the Fiscal Year 2024/25 Capital Improvement and Operating Budget in the amount of \$23,705 from the Park-in-Lieu fund for a total project budget of \$325,000;
2. Approves the cooperative purchase agreement with Landscape Structures Inc. to purchase a new playground for Marchetti Park in the amount of \$294,893.97 with a ten (10) percent contingency in the amount of \$29,489.40 for a total amount not

to exceed \$324,383.40 using Sourcewell Cooperative Purchasing Agreement (No. 010521-LSI); and

3. Authorizes the City Manager to execute the cooperative purchasing 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 26th day of November 2024, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: Council Member District 2 Barbanica


for **ELIZABETH HOUSEHOLDER**
CITY CLERK OF THE CITY OF ANTIOCH

Attachment B



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035
Fax: 763-972-3185

010521-LSI

Prepared For:

Contact Name	Derek Traya	Phone	(808) 203-9339
Bill To Name	Antioch, City of	Ship To Name	Antioch, City of
Bill To	P.O. Box 5007 Antioch, California 94531-5007 United States	Ship To	1307 West 4th Street Antioch, California 94509 United States
Quote Number	00035925	Quote Date	9/4/2024
Opportunity Name	Marchetti Park	Quote Exp Date	10/4/2024
Quote Name	Marchetti Park	Est Lead Time	16-20 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight. Installation of Landscape Structures design #1156569-02-04 *Project DIR # needed for State Prevailing Wage projects. **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$8,589.00	\$8,589.00
1.00	Install - Play Equipment	*Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required. *Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required. Installation of 2,650' of 3" thick Surface America Poured-in-Place rubber surfacing for by a manufacturer certified installer. Price does not include sub-base preparation, drainage, design work or inspections. General contractor is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper hold down from finish grade. Surfacing will be installed to follow slope of the sub base and thickness of safety surfacing quoted to be kept consistent; surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner so quote can be adjusted.	\$52,472.00	\$52,472.00
1.00	Install - Rubber Surfacing	* Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax. * Installations over 2,000 sq ft may have seams in the finished surface.	\$25,455.00	\$25,455.00

Landscape Structures Representative

John Bayarden

johnb@grossrec.com

		Furnish 2,650' of Surface America Poured-In-Place, 3" thick system, 100% color, aliphatic binder.		
		* Rubber surfacing will follow the contour of the sub-base and will be 3" thick throughout the area.		
		* Teal, Yellow, Purple, and Primary Red are considered premium colors. If any are used for more than 25% of the color mix an additional materials charge will apply.		
1.00	PIP Rubber	* Any change to color, thickness, square footage or binder type will require a change order.	\$53,915.00	\$53,915.00
		* It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase.		
		* Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt, or Compacted Base Rock. More details available upon request.		
		* Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.		
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster, ages 5-12. Design #1156569-02-04	\$133,625.00	\$133,625.00
1.00	Sourcewell LSI Discount	Sourcewell (formerly NJPA) LSI Discount, Contract # 010521-LSI	-\$4,008.00	-\$4,008.00
1.00	Sourcewell Ross Discount	Sourcewell (formerly NJPA) Ross Discount, Contract # 010521-LSI	-\$6,681.00	-\$6,681.00

Materials Amount	\$176,851.00
Tax Amount	\$17,242.97
Labor/Fee Amount	\$86,516.00
Freight Amount	\$14,284.00
Total	\$294,893.97

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

Date _____

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote. approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase, if this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions, however compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a change order to cover the costs of a per project enrollment and additional wage/benefit requirements.

Marchetti Park

Proposal



• Ross Recreation Equipment Company, Inc. •

• 100 Brush Creek Road #206, Santa Rosa, CA 95404 • (707) 538.3800 • CCB #520752 •

www.rossrec.com

Thousands

Of Successful
projects

45+

Years of
Experience

3

States
Served



Why choose Ross?

Family Owned

Founded in 1973, Ross Recreation has always been a family-owned and operated company, committed to lasting relationships with customers and our manufacturers. Always operating with integrity, honesty, and transparency.

Building Community

Our skilled and knowledgeable staff appreciates the importance of strong communities and we value our role in building them. We are committed to offering our customers the most dynamic products and services to help promote play and community engagement.

Long Term Relationships

With each project opportunity, we look forward to fostering long-term relationships. For many of our customers, we have provided products and services for decades. Each project is an important opportunity to develop and strengthen our relationships with our valued customers.

Our Story

Ross Recreation has a proven track record of providing fun, creative, safe and durable park and recreational spaces throughout Northern California, Oregon and Nevada. From research to ribbon-cutting, we guide our customers through every step of the project.

1973

Landscape Structures' 1st Representative Firm

1990's

Expand Ross Recreation Brand to Oregon

Present

Founded as a Family-Owned Business in Northern California

1981

Expand Product Offerings to Site Furnishings & Shade Structures

2006

Continuously Recognized as an Industry Leader for Superior Products & Service

3D Rendering

View 1

R•SS
Recreation Equipment



SLR
landscape
structures

Marchetti Park

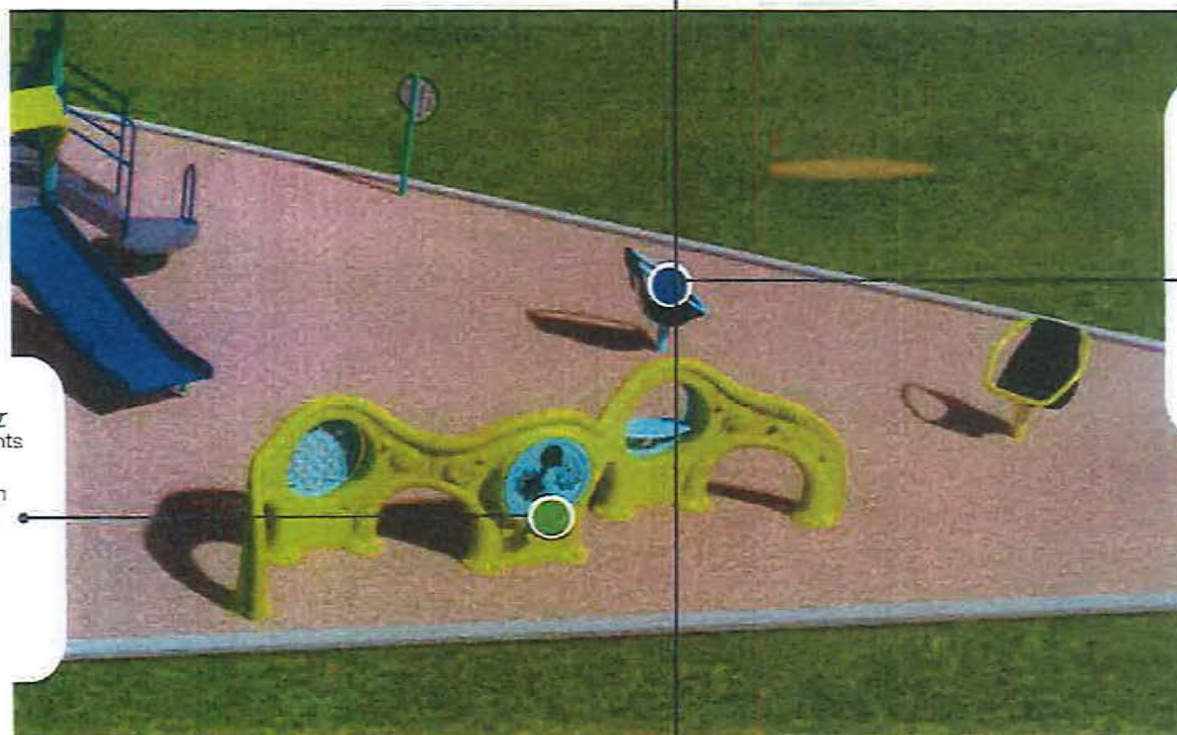
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R•SS

Recreation Equipment

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HIGHLIGHTING THE
Sensory Corner



Sensory Play Center
Built-in tactile elements encourage kids to explore various rough and smooth textures and shapes.

- [Video](#)
- [Developmental Benefits](#)

Chill Spinner
Comfortable seat for relaxing or spinning. Spinning motion offers vestibular stimulation and helps kids understand centrifugal force.

- [Video](#)
- [Developmental Benefits](#)

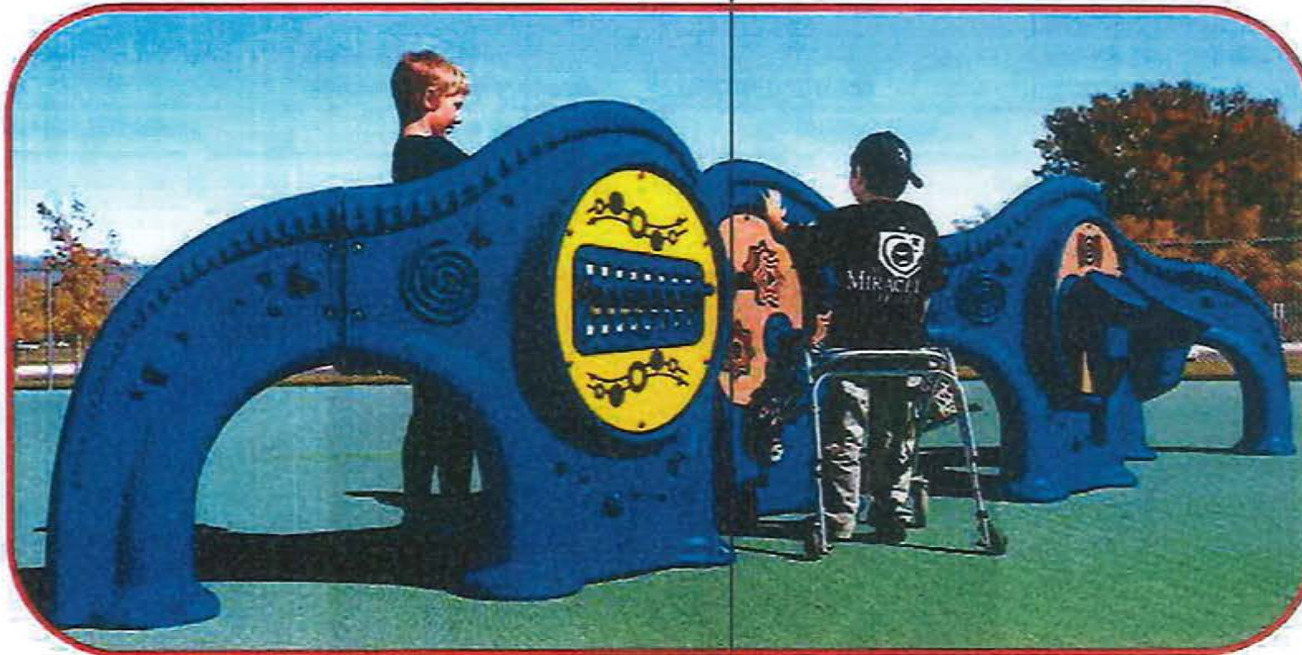
Chill™ Spinner



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular+ Proprioception	Balance, Core & Lower Body Strength	Problem Solving	Cooperation Social Skill Development Imaginative Play

The Chill™ Spinner provides children with a cozy seat where they can feel pull of gravity as they spin. The belted seat is set at an easy transfer height which allows children to be transferred from their wheelchair. The seat design provides support for every child allowing them to experience the fun of spinning.

Sensory Play Center® Wall



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Vestibular Tactile Proprioception	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving	Cooperation Social Skill Development Imaginative Play

The full Sensory Play Center encourages children to explore the multiple senses in their world. The specific panels within the Sensory Play Center Wall help children engage different senses which can help them re-focus their nervous system ensuring that they can fully re-engage in play with their peers.

AlphaMaze and Labyrinth Panel™

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The AlphaMaze and Labyrinth Panels allow children to use their fingers to explore during play. The AlphaMaze Panel gives them the chance to explore their letters and numbers while they play helping increase their understanding of letter and number formation. The Labyrinth Panel provides children with a maze where they can to use their fingers and problem solving skills as they walk their way out of the maze.

Alphamaze Panel™

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The AlphaMaze Panel gives children the chance to explore their letters and numbers while they play helping increase their understanding of letter and number formation.

Bongo Panel®

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Auditory Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The Bongo Panel contains a set of drums that children can use to create rhythms together while they play. This encourages communication and social skills as children work as a team to create music.

Color Splash Panel™

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The Color Splash Panel engages children in color identification while they play. They learn that they can control the location of different colors on the wheel as they spin the wheel using the knob handle.
An assortment of games can be created to support color play.

Fun Mirror Panel®

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.

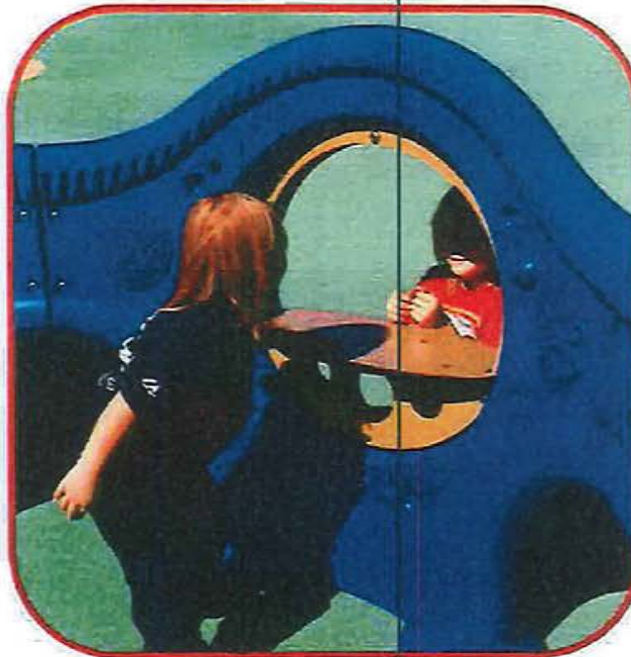


Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The Fun Mirror Panel encourages visual play as children look at the world through a concave/convex mirror. When children rotate the panel they are able to see how their actions create a change in image in the panel, building an understanding of cause and effect.

Imagination Table™

Included on the
proposed design.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Auditory	Eye-Hand Coordination Fine Motor Motor Planning		Cooperation Social Skill Development Imaginative Play

The Imagination Table Panel creates a place where children can enter into the world of pretend play. The panel includes a table surface where children can serve other children, pretending they are operating a restaurant or bank drive thru window. It also provides an opening for increased line of sight for parents.

Kaleidospin Panel®

Included on the
proposed design.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The KaleidoSpin Panel encourages children to explore visual patterns in the world around them. Children control what they see and how quickly it changes by spinning the view finder on the panel. The rotation of the view finder builds fine motor skills and eye-hand coordination as they change the orientation of the images they see while playing with this fun panel. The design encourages social engagement as children view each other through the view finder.

Marble Panel®

Included on the
proposed design.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile Auditory	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The Marble Panel encourages children to explore numbers, colors and light. Children can roll the marbles within the panel to engage their sense of touch, hearing and vision while they play with the marbles.

OptiGear Panel®

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The OptiGear Panel engages children in the process of moving the assorted gears within the panel. This helps them understand how their movement of one gear can engage the gears in different ways developing knowledge of cause and effect.

Rain Sound Wheel Panel™

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Visual Proprioception Tactile Auditory	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The Rain Sound Wheel Panel encourages children to explore how their rotation of the rain wheel impacts the sounds that they hear from the wheel. This helps children understand how their actions can change sounds from the panel.

The sound of rain wheel is calming to some children with sensory processing disorders.

XyloFun Panel®

This is not on the proposed design, but is an optional panel that could be swapped in. Included to give the full range of options.



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Auditory Proprioception Tactile	Eye-Hand Coordination Fine Motor Motor Planning	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The XyloFun Panel builds skills in sound exploration. This panel provides a range of musical notes that children can play and recreate their favorite childhood songs. Children can build social and cooperative skills as they work to create music together.



3D Rendering

View 2

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Marchetti Park

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HIGHLIGHTING THE
Shade & Climbers



Pod Climber

Enhances balance and depth perception while providing kids with hours of multi-level fun.

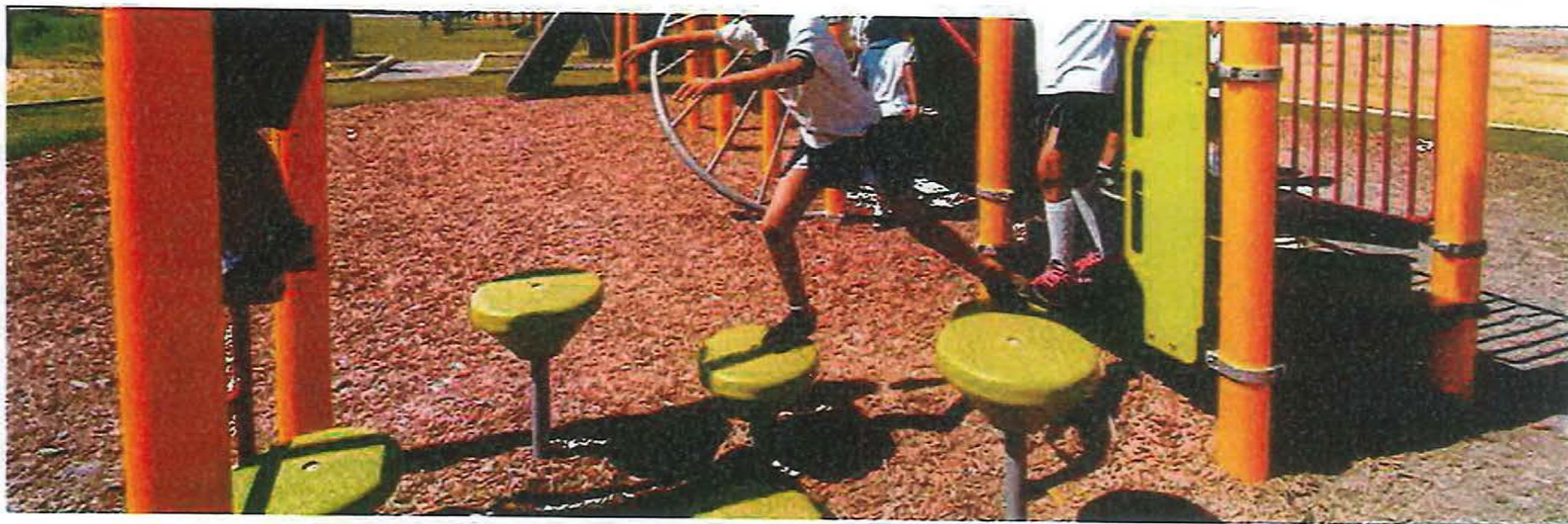
- [Video](#)
- [Developmental Benefits](#)

Shade

Integrated CoolToppers shade allows for versatile shade options while kids play

- [Video](#)
- [Developmental Benefits](#)

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structures®**



3D Rendering

View 3

R•SS
Recreation Equipment



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Marchetti Park

1156569-02-03-03 • 04.09.2022

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HIGHLIGHTING THE

Slides, Overhead, and Balance Beam

Slidewinder2 & Double Swoosh Slide

While kids see them as fun, slides also help integrate multiple developmental skills and senses like building coordination, balance, and strength

- [Video](#)
- [Developmental Benefits](#)



LolliLadder

This unique, curved overhead event offers an extra challenge as kids reach from rung to rung to make it to the other side.

- [Video](#)
- [Developmental Benefits](#)

Curved Balance Beam

The Curved Balance Beam provides fitness with a twist to help kids of all ages with their balance and agility.

- [Video](#)
- [Developmental Benefits](#)

3D Rendering

View 4

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Marchetti Park

1155559-02-03-04 • 04.06.2022

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HIGHLIGHTING THE Cozy Dome & Talking Tube



Talk Tube

Allows kids to experiment with sound in play. The Talk Tubes let kids talk long-distance across the playground!

- [Video](#)
- [Developmental Benefits](#)

Cozy Dome

Offers kids a place to escape the hustle and bustle of a busy playground, take time by themselves or socialize together.

- [Video](#)
- [Developmental Benefits](#)

Cozy Dome[®]



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular Proprioception Tactile	Balance, Coordination, Flexibility, Core, Upper & Lower Body Strength, Motor Planning	Problem Solving	Cooperation Social Skill Development Imaginative Play

The Cozy Dome is a unique climber that is the perfect mix of a fun climber and a cozy place for children to escape to observe others playing. It has round openings for hand and foot placement for climbing. These openings also provide good line of sight for parents who want to keep track of their children hiding within.



3D Rendering

View 5



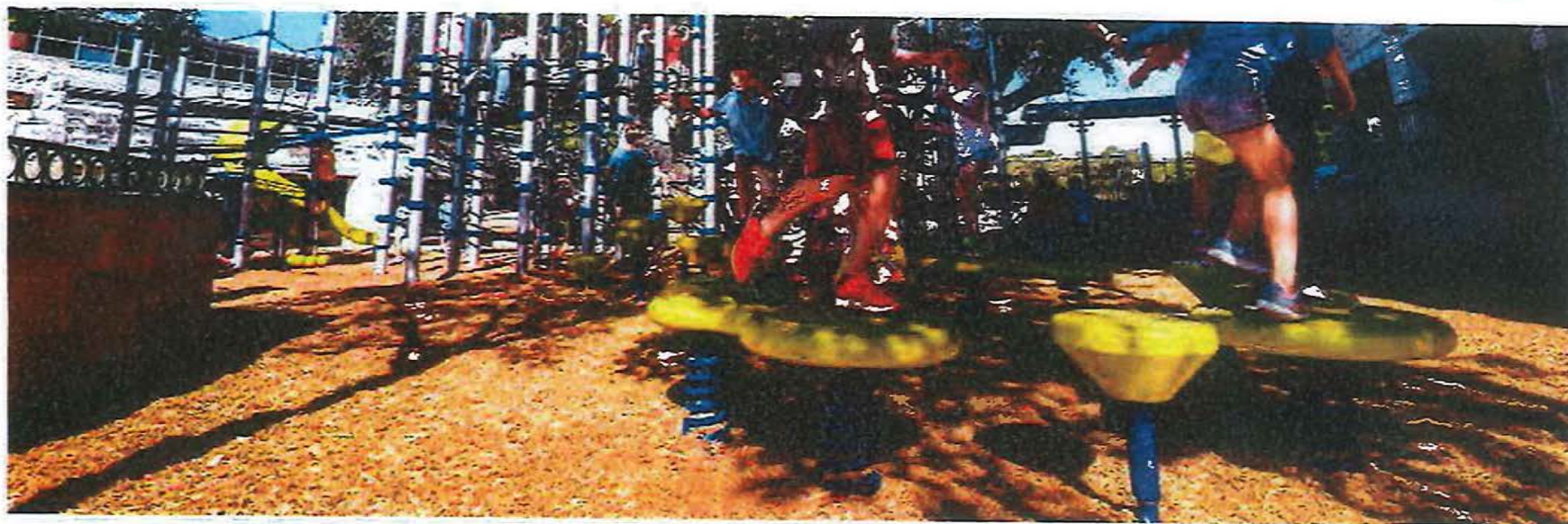
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Marchetti Park

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3D Rendering

View 6

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HIGHLIGHTING THE
Learning Panels

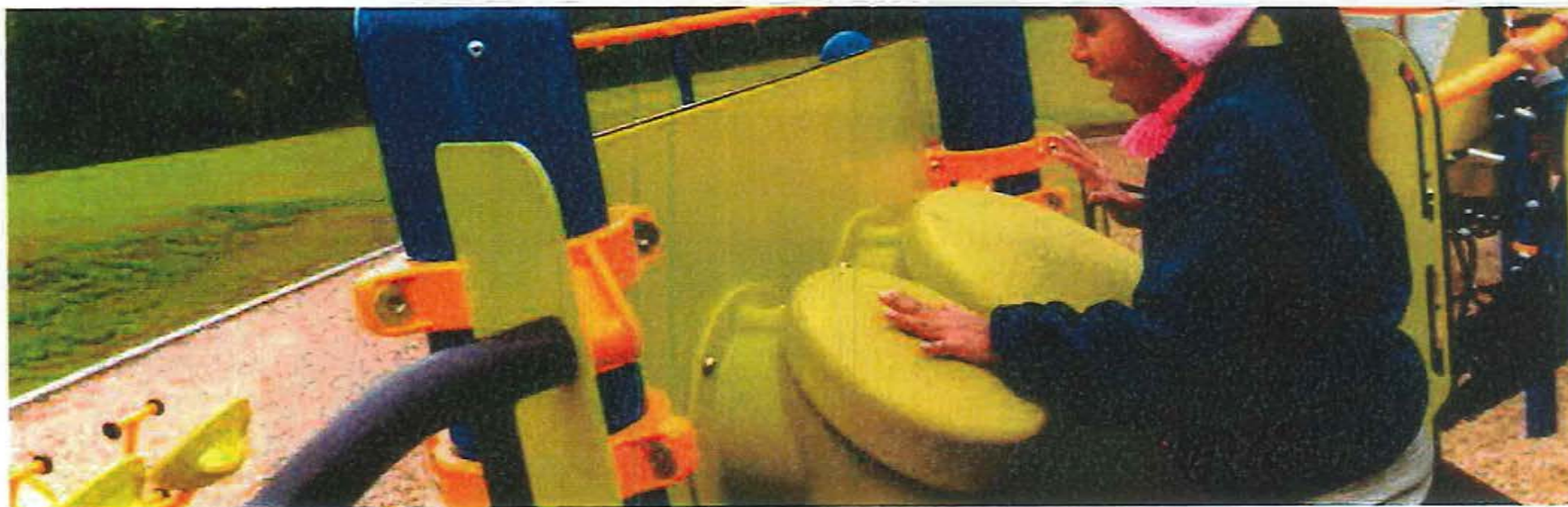


Braille and Clock Panel
brings a unique learning perspective to your playground. Instructional yet fun, kids enjoy learning about time and Braille letters.

- [Video](#)
- [Developmental Benefits](#)

Bongo Panel
Large bongo drum surface for maximum rhythm and sound. Brings drumming and rhythm fun to the playground.

- [Video](#)
- [Developmental Benefits](#)



3D Rendering

View 6

R•SS
Recreation Equipment



HIGHLIGHTING THE Roller Slide & Net Structure



Seeker Climber

Kids can make their way through this twisty net tunnel in a straight shot, travel the outside, drop into the middle, and can escape anywhere in between.

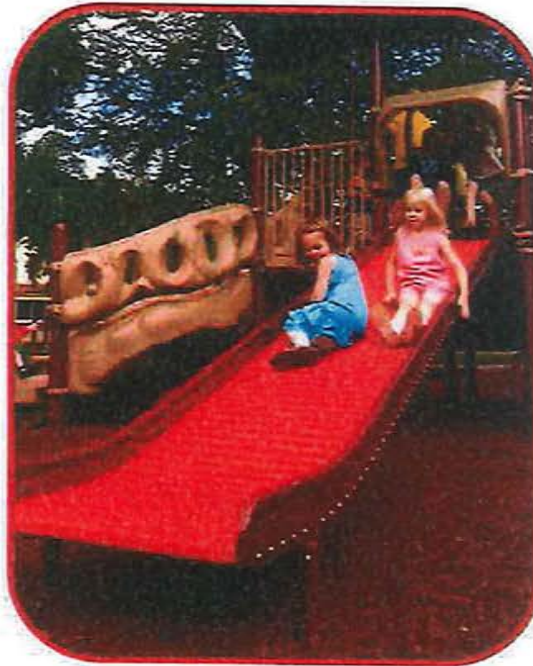
- [Video](#)
- [Developmental Benefits](#)

Rollerslide

Brings a cool, sensory experience to the playground, and an inclusive play experience to kids of all abilities.

- [Video](#)
- [Developmental Benefits](#)

Roller Slide

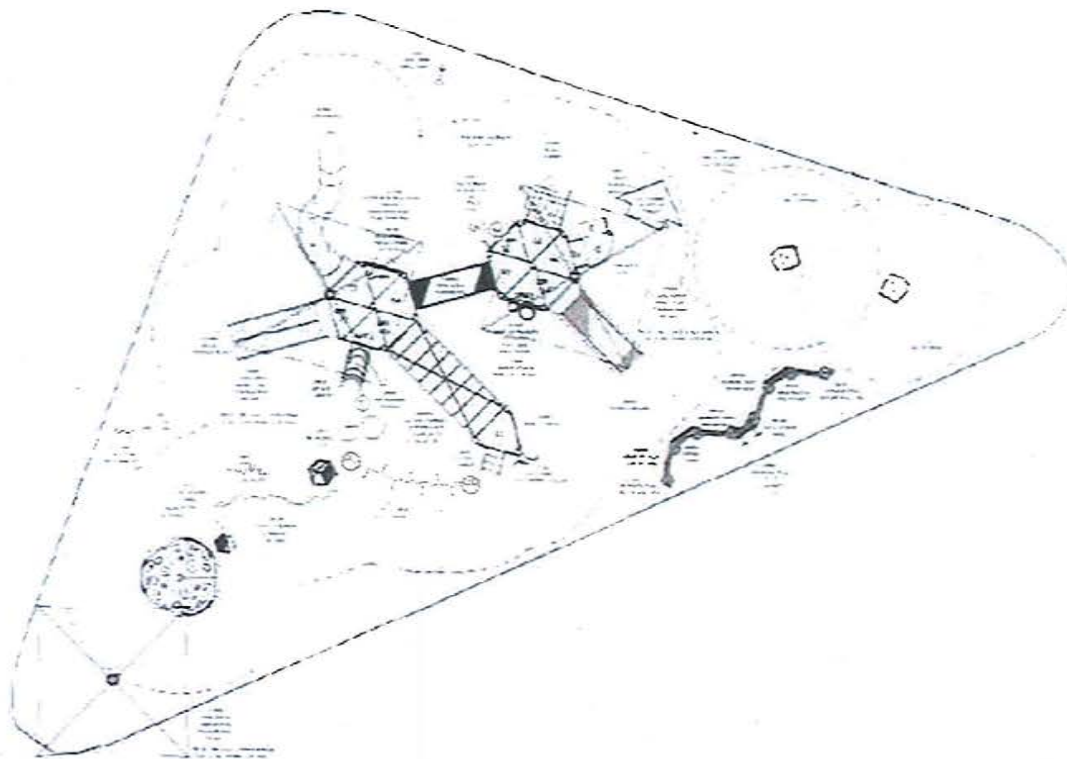


Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular+ Proprioception Tactile Auditory	Balance Coordination Motor Planning	Problem Solving	Cooperation Social Skill Development Imaginative Play

The Roller Slide provides a tactile and auditory experience while children slide. It is wide enough for children to slide down together. The rollers eliminate any possible static electric build-up which allows children with cochlear implants to use the slide without fear of static electricity discharging into their hearing device.



Drawing Plan



Integrated analysis during time
analysis from the sum of
the measurements or receipt of
significant increase of detection
time if appropriate

TOTAL ELIGATED PLAY COMPONENTS				11	
TOTAL ELIGATED COMPONENTS ACCESSIBLE BY HAND	1	REQUIRED	1		
TOTAL ELIGATED COMPONENTS ACCESSIBLE BY TRANSFER	1	REQUIRED	1		
TOTAL ACCESSIBLE SOUND LEVEL COMPONENTS SHOWN	12	REQUIRED	12		
TOTAL DIFFERENT TYPES OF SOUND LEVEL COMPONENTS	3	REQUIRED	3		

SCALE IN FEET:



2010年12月10日

1994



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Journal of Internal Medicine 247: 115–121

The authors thank the referees for their constructive comments.

The company's 1996-1997 performance was not particularly impressive. Operating Profit declined 10% from 1996 to 1997, and Earnings Before Interest and Taxes declined 17% from 1996 to 1997. Operating Profit was 10% of Sales in 1996 and 1997, while Earnings Before Interest and Taxes was 10% of Sales in 1996 and 1997. The company's 1996-1997 performance was not particularly impressive.

The authors are grateful to Dr. J. H. Duerksen for his critical reading of the manuscript and to Dr. R. L. Smith for his helpful suggestions.

1. What is the purpose of the study?
 2. What are the research objectives?
 3. What is the research design?
 4. What are the variables?
 5. What are the hypotheses?
 6. What are the results?
 7. What are the conclusions?
 8. What are the limitations?
 9. What are the implications?
 10. What are the future research directions?

[illegible]

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10/1/20	10/1/20
10/1/20	10/1/20

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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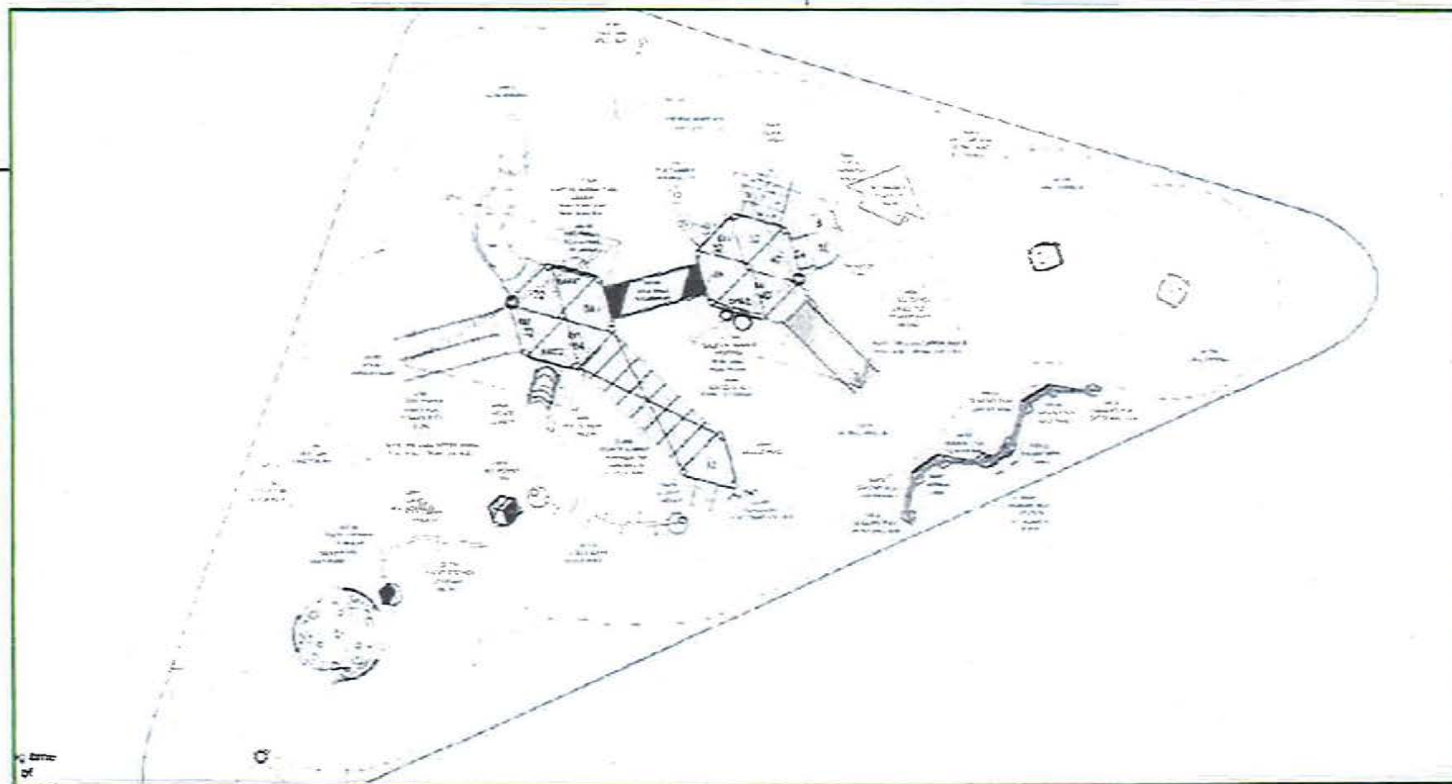
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1990

Figure 6

Drawing Plan

Zoomed



Color Choices

SL
landscape
structures

R-SS
Recreational Structures

ProShield Powdercoat

For posts/arches, components and clamos, ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.



Permalene Panels

Permalene® panels with a recycled core are a smart choice for your playground and the environment. Available in the 16 colors shown, the distinctive black core results from combining and recycling colored plastic—waste that would otherwise end up in landfills.



Polycarbonate Panels

Hedra® product line option. Translucent panel provides visibility into structure as well as light and color play.



Color Choices

slr
landscape
structures

R-SS
Recreation Equipment

Steel-Reinforced Cables

Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.



Tan Black Red

Steel Decks

The heaviest, thickest decks for long-lasting safety: Flange-formed from 12-gauge steel with safe, rounded corners. Reinforced with .105" x 2" ribs welded on cross for superior strength and a consistently flat surface.



Brown Gray

TenderTuff Coating

For swing chains, handholds, pipe barriers, wheels, rings, etc. Insulates against temperature extremes and provides a safer grip surface compared to painted metal.



Polyethylene

For slides, tunnels, roofs, etc. The heavy-duty rotationally molded polyethylene material ensures strength and durability while resisting cracking, fading and peeling.

*Limon, Leaf, Denim, Brick, Tangerine, Buttercup, Acorn and Granite are color blends.



Skyways & CoolTopper Shade Fabric

Designed to block up to 97% of UV rays and keep playground temperatures up to 30 degrees cooler.



Contact

Sales Representative : Jon Bawden



Mobile: [530.392.2860](tel:530.392.2860)



Email: jonb@rossrec.com



facebook.com/rossrecreation/



[@rossrecreation](https://www.instagram.com/rossrecreation)



[@rossrecreationequipment](https://www.linkedin.com/company/rossrecreationequipment)



<https://www.rossrec.com/>



Attachment B

landscape
structures



2014 National Landscape Structures Competition
The contest was held from April 1st to April 15th, 2014. The contest was held in conjunction with the 2014 National Landscape Structures Convention in Las Vegas, NV. The contest was held in conjunction with the 2014 National Landscape Structures Convention in Las Vegas, NV.

THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGES 2-12 YEARS
UNLESS OTHERWISE NOTED ON PLAN

THE DESIGNER MAKES NO WARRANTY THAT
THIS PLAY AREA WILL COMPLY TO
THE #204 ACCESSIBILITY STANDARDS
REQUIREMENTS OR ACCESSIBILITY PROVISIONS
SURFACES IS PROVIDED AS INDICATED ON
PLAN AND SEE SEE SEE

THIS CONSTRUCTION PLAN HAS BEEN
DESIGNED TO BE USED TO
CONSTRUCT A PLAY AREA THAT
WILL BE USED BY CHILDREN. THE
DESIGNER MAKES NO WARRANTY THAT
THIS PLAY AREA WILL COMPLY TO
THE #204 ACCESSIBILITY STANDARDS
REQUIREMENTS OR ACCESSIBILITY PROVISIONS
SURFACES IS PROVIDED AS INDICATED ON
PLAN AND SEE SEE SEE

DESIGNER MAKES NO WARRANTY THAT
THIS PLAY AREA WILL COMPLY TO
THE #204 ACCESSIBILITY STANDARDS
REQUIREMENTS OR ACCESSIBILITY PROVISIONS
SURFACES IS PROVIDED AS INDICATED ON
PLAN AND SEE SEE SEE

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THE #204 ACCESSIBILITY STANDARDS
REQUIREMENTS OR ACCESSIBILITY PROVISIONS
SURFACES IS PROVIDED AS INDICATED ON
PLAN AND SEE SEE SEE

DESIGNED BY:
JAC

DESIGNED BY:
JAC

DESIGNED BY:
JAC

DESIGNED BY:
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DESIGNED BY:
JAC

Estimated manufacturing time:
4 weeks from the time of
LSI order acceptance, or receipt of
Skyways release of fabrication
form if applicable.

TOTAL ELEVATED PLAY COMPONENTS	11	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	8	REQUIRED	8
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	13	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	0	5	REQUIRED	5
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	0	5	REQUIRED	5

SCALE IN FEET:



SYSTEM TYPE:

DRAWING #



2014 National Landscape Structures Competition



POLICY FOR ENSURING EQUITABLE ACCESS TO INCLUSIVE PLAY ENVIRONMENTS IN PARKS AND PUBLIC SPACES

Overview

The City of Antioch is dedicated to providing equitable services and opportunities for people with disabilities or special needs and is committed to ensuring that all people with disabilities or special needs have equitable opportunity and access to Parks and Recreation Programs and Facilities.

The purpose of this policy is to outline an approach to ensure inclusive play environments are available to all members of the community regardless of their physical, cognitive or behavioral ability.

It is estimated that the spectrum of disabilities, including autism, learning disabilities, visual, hearing and mobility challenges, impact 8.5% to 14% of all children.

The City of Antioch recognizes that providing high-quality outdoor play experiences that foster active, independent play are critical for the developmental health, well-being and social engagement of all children. The City acknowledges that the American with Disabilities Act Assembly Guidelines only require the removal of physical barriers to access play environments and do not address equitable physical and social inclusion. This City policy captures the agency's intent to exceed basic requirements, develop new play facilities and renovate existing playgrounds that support inclusive play experiences.

Inclusive Design

An inclusive play environment considers the needs of children of all abilities and their parents. The availability of shade and restroom facilities, in addition to accessible routes, sidewalks and parking areas to the play environment are key. Adequate space in terms of acreage allows for the ease of movement between play elements and places to comfortably retreat and observe activity. A fully inclusive playground provides identical or equitable access to all play elements regardless of ability.

For the purposes of inclusivity design, the Antioch Park system will include three categories. Tier 1 includes three Community Parks, which are destinations for the whole community and important locations to develop fully inclusive play environments.

Tier 2 parks are neighborhood parks designed to meet the needs of the local neighborhood and should also include convenient access to inclusive play elements. Tier

City of Antioch

Polices & Procedures

2 parks have characteristics that support inclusivity such as level topography, restrooms, shaded seating areas, accessible on-site parking, and adequate area to accommodate space requirements of inclusive play features. Tier 2 parks will be targeted for additional accessible features as playgrounds are upgraded.

Tier 3 parks are neighborhood parks that lack Tier 1 and Tier 2 qualities and require improvements beyond the playground to achieve an inclusive design. However, inclusive elements should be incorporated into playground structures of Tier 3 parks as they are upgraded to ensure that all of Antioch's parks are inclusive. A list of each park and their current tier assignment is below:

Tier 1:

Antioch Community Park
Prewett Community Park
Antioch City Park

Tier 2:

Chichibu Park
Country Manor Park
Diablo West Park
Gentrytown Park
Hillcrest Park
Marchetti Park
Nelson Ranch Park
Williamson Ranch Park

Tier 3:

Almondridge Park
Canal Park
Chaparral Park
Contra Loma Estates Park
Dallas Ranch Park
Deerfield Park
Eagles' Ridge Park
Fairview Park
Hansen Park
Harbour Park
Heidorn Park
Jacobsen Park

City of Antioch

Polices & Procedures

Knoll Park
Markley Creek Park
Meadowbrook Park
Meadow Creek Park
Mira Vista Park
Mira Vista Hills Park
Mountaire Park
Prosserville Park
Village East Park

General Policies

1. Conduct and regularly update, an inclusivity assessment of existing parks to inform prioritization of park renovation projects.
2. Develop fully inclusive playgrounds at each of the three Tier 1 Parks (Antioch Community Park, Antioch City Park, Prewett Community Park).
3. Explore opportunity to develop a 4th fully inclusive playground in Northwestern portion of City, to provide equitable distribution of facilities across 4 quadrants. A park currently classified as Tier 2 should be selected for this purpose.
4. Fully Inclusive (Tier 1) Guidelines:
 - a. Recognize that a fully inclusive playground is composed of elements that allow a fully inclusionary experience. Designs should allow people of all abilities to participate in ways that allow for independent experiences, but also foster interaction between participants. Designs should allow people of all abilities to have tactile and auditory sensory experiences, but also provide opportunities for quiet creativity. Fully inclusive playgrounds should include a walking path to offer a chance to scout the playground and be enclosed to provide comfort and safety.
 - b. Accommodate adults with disabilities who want to supervise or participate in play activities in the playground design.
 - c. Encourage social participation and cooperation in the playground design.
 - d. Include an enclosed play environment, associated seating and gathering spaces with controlled access points to facilitate supervision and reinforce safety.
 - e. Feature fully inclusive safety surfacing, such as pour-in-place rubber.
 - f. Usage of natural colors in playground equipment that are less likely to alarm children with autism than bright colors.
 - g. Offer equitable gross motor skills play experiences in the playground, including swinging, balancing, climbing, spinning, sliding and rocking.

City of Antioch

Polices & Procedures


- h. Solicit and integrate input from community groups/members with insights into the special needs community when a playground is developed or renovated.
- 5. As Tier 2 neighborhood playgrounds are renovated, all-inclusive play elements are incorporated into the overall playground design, additional site improvements are provided such as shaded seating amenities, access from sidewalks and parking areas, and access to restrooms, to create a comfortable inclusive environment for both parents and children.
- 6. As Tier 3 neighborhood playgrounds are renovated, all-inclusive play elements are incorporated into the overall playground design, access from sidewalks, and shaded seating amenities are added. Existing restroom facilities should also be upgraded as park renovations take place.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer 

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Acceptance of Work and Notice of Completion for the Antioch Water Park Perimeter Fence Repair Project; P.W. 567-11

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Antioch Water Park Perimeter Fence Repair Project.

FISCAL IMPACT

The Capital Improvement Budget included \$500,000 of American Plan Rescue Act ("ARPA") funds for project design, construction engineering and management, inspection, testing and contract administration of the Completion for the Antioch Water Park Perimeter Fence Repair ("Project"). The final project cost of the contract is \$345,089.

DISCUSSION

On April 25, 2023, the City Council awarded an agreement to Crusader Fence for the Project. The Project included removal and replacement of various sections of the carbon steel perimeter fencing surrounding the Antioch Water Park at the Prewett Community Park facility. Additional work included removal and replacement of gate components, constructing concrete footings and water pollution control.

On February 27, 2024, the City Council approved the first amendment to the construction agreement to include the replacement of an additional 46 fence panels, removal and disposal of existing footings and fencing materials, installation of two new gates with panic hardware, and refurbishment and painting of three overhead canopy supports and internal hand railings.

On June 25, 2024, the City Council approved the second amendment to the construction agreement to include the painting of the remainder of the fence and additional fencing and painting for two waste facility enclosures.

All work on this project was completed on October 18, 2024.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion
- C. Photos of Work

ATTACHMENT "A"

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER OR DESIGNEE
TO FILE A NOTICE OF COMPLETION FOR THE
ANTIOCH WATER PARK PERIMETER FENCE REPAIR PROJECT
P.W. 567-11**

WHEREAS, the Antioch Water Park Perimeter Fence Repair ("Project") was published and advertised in the East Bay Times on March 3, 2023 and March 6, 2023, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on April 4, 2023, and five (5) bids were received for the Project;

WHEREAS, the lowest responsive and responsible bidder was submitted by Crusader Fence Company;

WHEREAS, on April 25, 2023, Crusader Fence Company was awarded a construction agreement by the City of Antioch to perform work associated with the Project;

WHEREAS, the City Council approved a first amendment to increase the construction agreement with Crusader Fence Company for the Project in the amount of \$124,461 for a total contract amount of \$242,286;

WHEREAS, the City Council approved a second amendment to increase the construction agreement with Crusader Fence Company for the Project in the amount of \$102,804 for a total contract amount of \$345,089;

WHEREAS, the City Council has considered accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project; and

WHEREAS, all work on the Project was completed at a final contract price of \$345,089 in accordance with plans and specifications referred to therein.

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

1. Determines that the work for the Antioch Water Park Perimeter Fence Repair has been completed and accepts the work; and
2. Authorizes the City Manager or designee to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the project.

* * * * *

RESOLUTION NO. 2025/**

January 28, 2025

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

RECORDED AT THE REQUEST OF:
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR P.W. 567-11

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 October 18, 2024, the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Crusader Fence Company was completed.
5. The surety for said project was Travelers Casualty and Surety Company of America.
6. This project removed and replaced the perimeter fencing surrounding the Antioch Water Park at the Prewett Community Park facility located at 4701 Lone Tree Way in Antioch, CA.

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

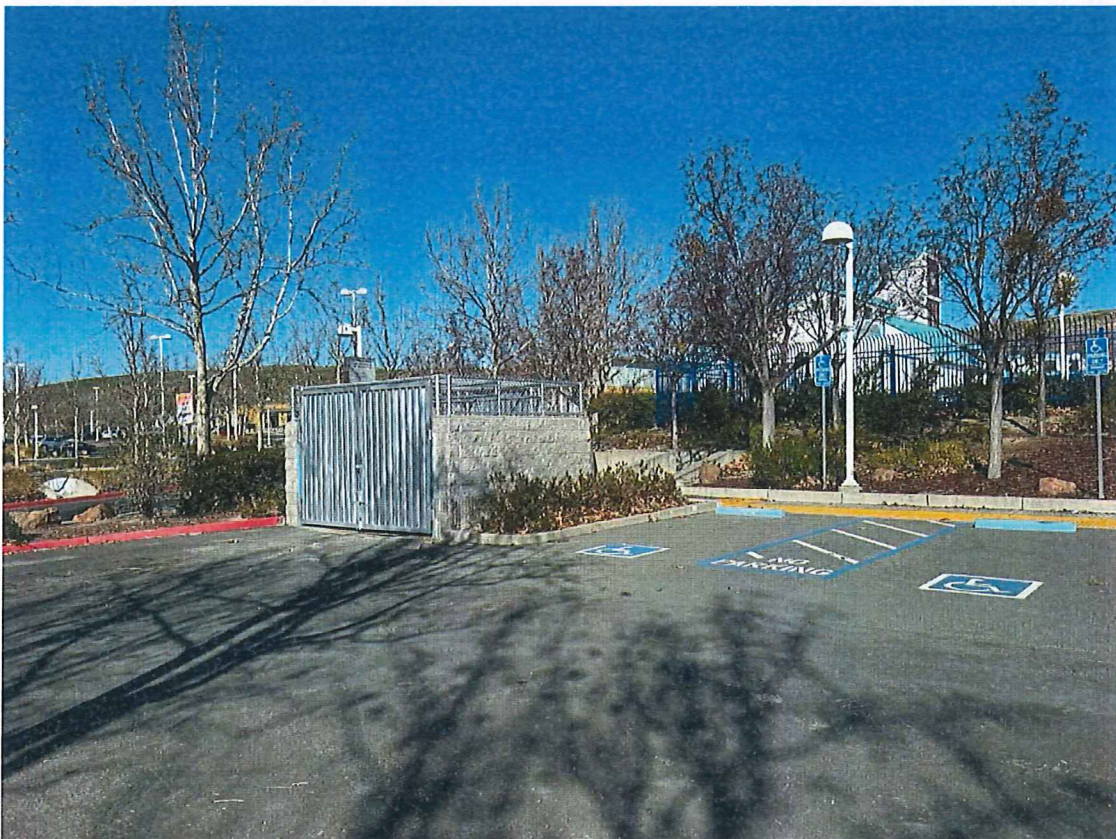
Date

Scott Buenting, P.E.
Acting Public Works Director/City Engineer
City of Antioch

ATTACHMENT "C"



ATTACHMENT "C"



ATTACHMENT "C"







STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer 

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Resolution Approving a First Amendment to the Construction Agreement with B and D Excavation and Construction in the Amount of \$3,255.58 for the Country Hills Drive Soundwall Replacement Project and Authorizing a \$5,000 Fiscal Year 2025 Budget Amendment; P.W. 561-3

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment increasing the FY 2024/25 General Fund Budget in the amount of \$5,000;
2. Approving a first amendment to the construction agreement with B and D Excavation and Construction for the Country Hills Soundwall Replacement Project in the amount of \$3,255.58, from \$767,300 for a total contract amount of \$770,555.58; and
3. Authorizing the City Manager to execute the first amendment to the Construction Agreement, in a form approved by the City Attorney.

FISCAL IMPACT

The FY 2024/25 Operating Budget includes \$627,000 from the Hillcrest Maintenance Zone 2 Street Light and Landscape Maintenance District Fund and \$140,300 from the Public Works General Fund budget for a total project budget of \$767,300. Approval of this resolution will amend the FY 2024/25 Capital Improvement and Operating Budgets in the amount to \$5,000 from the Public Works General Fund for a total project budget of \$772,300 and increase the construction agreement with B and D Excavation and Construction for the Country Hills Soundwall Replacement Project ("Project") in the amount of \$3,255.58 for a total contract amount of \$770,555.58.

DISCUSSION

On February 27, 2024, the City Council awarded a contract to B and D Excavation and Construction in the amount of \$767,300 for the Project to replace approximately 675 feet of soundwall on the south side of Country Hills Drive between Ridgeview Drive and Valley Way. The soundwall was failing and causing significant damage along the face of the wall with spalling of concrete and exposed rebar throughout the entire length.

This Project entailed replacement of the existing precast concrete soundwall with a Concrete Masonry Unit soundwall. Additional work included, complete removal of the existing wall and foundation, installing a new foundation and removal and replacement of residential fences adjacent to the soundwall.

Additional excavation is needed to remove unforeseen underground obstructions encountered during construction. The obstructions caused a shift in the alignment of the soundwall and require two (2) additional piers to be installed to provide proper structural support for the wall. An amendment to the agreement and budget is needed to perform the necessary additional work to complete the project.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT
WITH B AND D EXCAVATION AND CONSTRUCTION AND AUTHORIZING THE
NECESSARY FISCAL YEAR 2024/25 GENERAL FUND BUDGET AMENDMENT FOR
THE COUNTRY HILLS SOUNDWALL REPLACEMENT PROJECT
P.W. 561-3**

WHEREAS, on February 27, 2024, B and D Excavation and Construction was awarded a construction agreement to perform work associated with the Country Hills Soundwall Replacement Project ("Project");

WHEREAS, an amendment to the construction agreement is necessary for additional excavation needed to remove underground obstructions that were identified during construction;

WHEREAS, the City Council has considered approving an amendment increasing the FY 2024/25 Public Works General Fund Operating Budget in the amount of \$5,000 for a total project budget of \$772,300; and

WHEREAS, the City Council has considered approving the amendment to increase the construction agreement with B and D Excavation and Construction for the Project in the amount of \$3,255.58 for a total contract amount of \$770,555.58 and authorizing the City Manager to execute the first amendment.

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

1. Approves an amendment increasing the FY 2024/25 Public Works General Fund Budget in the amount of \$5,000 for a total project budget of \$772,300;
2. Approves a first amendment to the construction agreement with B and D Excavation and Construction for the Country Hills Soundwall Replacement Project in the amount of \$3,255.25, from \$767,300 to a total contract amount of \$770,555.58; and
3. Authorizes the City Manager to execute the first amendment to the Construction Agreement, in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2025/**

January 28, 2025

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Assistant City Manager

APPROVED BY: Bessie Marie Scott, City Manager 

SUBJECT: Resolution Approving the Consulting Services Agreement between the City of Antioch and Townsend Public Affairs in an Amount Not to Exceed \$62,500, and Authorizing the City Manager or Designee to Execute the Consultant Services Agreement and Make the Necessary Budget Adjustments

RECOMMENDED ACTION

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

- 1) Approve the Consulting Services Agreement between the City of Antioch and Townsend Public Affairs for \$12,500 per month in an amount not to exceed \$62,500 for a term ending June 30, 2025, with a one-time extension for an additional twenty-four (24) months under the same terms;
- 2) Authorize the City Manager or designee to execute the Consulting Services Agreement between the City of Antioch and Townsend Public Affairs in a form approved by the City Manager and City Attorney; and
- 3) Authorize the City Manager to make the necessary fiscal year 2025 budget adjustments.

FISCAL IMPACT

The General Fund fiscal year 2025 budget impact associated with the Consultant Services Agreement will be \$62,500. In the event both parties agree to extend the services, the additional services would be provided through June 30, 2027, and up to \$300,000, and will be included for consideration in the upcoming two-year budget cycle.

DISCUSSION

The Antioch City Council directed the City Manager to seek grant writing and legislative service opportunities. With this directive, City staff issued a Request for Qualifications ("RFQ") for Grant Writing & Management and Legislative Advocacy Services in the Spring

of 2024. At the conclusion of the bid period, the City received 12 (twelve) responses. The proposals were reviewed by Department Head staff and then scored and ranked.

As result of the scoring process, Townsend Public Affairs (“TPA”) was selected to provide the desired services. TPA will provide state and federal legislative advocacy and grant writing services for the City. TPA has provided these services for over 25 years and has successfully funded their clients over \$3.1 billion in state, federal, and local government grants. In addition to this, TPA’s previous partnership with the City of Antioch between 2003 and 2009, resulted in securing \$38.5 million in competitive state and federal funding towards infrastructure projects.

ATTACHMENTS

- A. Resolution
- B. TPA Proposal

RESOLUTION NO. 2025/XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF
ANTIOCH AND TOWNSEND PUBLIC AFFAIRS FOR AN AMOUNT NOT TO EXCEED
\$62,500, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE
AGREEMENT AND AUTHORIZING THE NECESSARY FISCAL YEAR 2025 BUDGET
ADJUSTMENT**

WHEREAS, the City Council directed the City Manager to seek grant writing and legislative opportunities;

WHEREAS, on April 19, 2024 the City of Antioch circulated a Request for Qualifications (“RFQ”) for Grant Writing & Management and Legislative Advocacy from qualified firms;

WHEREAS, the City received 12 (twelve) response to the RFQ that were then reviewed, scored, and ranked by members of the City’s Department Head staff;

WHEREAS, staff recommends Townsend Public Affairs (“TPA”) to provide state and federal legislative advocacy and grant writing services for the City of Antioch; and

WHEREAS, the City requests to enter into a Consultant Services Agreement with TPA for the remainder of FY 2025 in an amount not to exceed \$62,500 with a one-time extension for an additional twenty-four (24) months under the same terms.

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

- 1) Approve the Consulting Services Agreement between the City of Antioch and Townsend Public Affairs for \$12,500 per month in an amount not to exceed \$62,500 for a term ending June 30, 2025 with a one-time extension for an additional twenty-four (24) months under the same terms;
- 2) Authorize the City Manager or designee to execute the Consulting Services Agreement between the City of Antioch and Townsend Public Affairs in a form approved by the City Attorney and City Manager; and
- 3) Authorize the City Manager to make the necessary fiscal year 2025 budget adjustments.

* * * * *

RESOLUTION NO. 2025/***

January 28, 2025

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

TOWNSEND

PUBLIC AFFAIRS

EST **TPA** 1998

SACRAMENTO • WASHINGTON D.C.
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA
SOUTHERN CALIFORNIA

ANTIOCH
CALIFORNIA

**Proposal for
Grant Writing & Management &
Legislative Advocacy Services**

*Originally Submitted: May 31,
2024*

Revised: January 16, 2025

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COVER LETTER

May 31, 2024

Brad Helfenberger, Acting Assistant City Manager
City of Antioch
200 H Street
Antioch, CA 94509

Dear Mr. Helfenberger:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Grant Writing & Management & Legislative Advocacy Services to the City of Antioch ("City").

TPA's partnership with the City from 2003 until 2009 resulted in significant legislative and funding achievements on behalf of Antioch, including securing **\$38,500,000** in competitive state and federal funding for priority infrastructure projects.

Since its inception in 1998, TPA has earned the reputation as a ***Champion for Better Communities*** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 150 legislative and regulatory proposals into law and secured over \$3.1 billion in competitive funding from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. This proposal will provide a comprehensive overview of TPA, including the firm's background, relevant accomplishments, project approach, team experience, client references, and proposed cost. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Antioch.

Yours truly,



Christopher Townsend (Authorized to Bind the Firm)
President

FIRM QUALIFICATIONS

FIRM PROFILE

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- **Founder/Owner/President:** Christopher Townsend
- **Type of Organization:** Type “C” Corporation
- **Advocacy Success:** Shepherded **over 150** client-sponsored legislative proposals into law
- **Funding Success:** Over **\$3.1 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- **Longevity:** 25 years (founded in 1998)
- **Number of Employees:** 25
- **Number of Registered State and Federal Lobbyists and Grant Writers:** 18
- **Number of Offices: Five**
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- **Types of Clients:**
 - City Governments
 - County Governments
 - Water and Sanitation Districts
 - Transportation Districts
 - K–12 School Districts
 - Community College Districts
 - Parks and Recreation Districts
 - Fire Protection Districts
 - Museums, Science Centers, and Cultural Facilities
- **Areas of Specialization:**
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Water and Sanitation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance
- **Ranking by Revenue Reported to the California Secretary of State:**
 - 8th of 491 Firms Registered for the 2022–23 Legislative Session
 - 99th Percentile
- **More California public agencies** have hired TPA to represent them in **Washington, DC** than any other advocacy firm in the nation.



RELEVANT STATE LEGISLATIVE ADVOCACY ACCOMPLISHMENTS

TPA has worked with numerous clients throughout its 25-year history as a firm to help shepherd bills into law via the sponsored bill process. Before the start of the Legislative Session, TPA will convene with clients on policy priorities and ideas to connect with legislators to identify mutual goals. From there, TPA advocates assist with bill language development, socializing policy goals with legislative leaders and stakeholders, and forming coalitions when necessary. Once bills begin their journey through the legislative process, TPA advocates are present in the halls of the Capitol building meeting with legislators, staff, and stakeholders to ensure each milestone of a client-sponsored bill is met with a strong force of support.

In the 2023 Legislative Session alone, TPA helped shepherd eight client-sponsored measures into law. The table below provides an overview of actions taken on behalf of the client's legislative priorities in 2023.

TPA CLIENT-SPONSORED LEGISLATION: 2023 LEGISLATIVE SESSION	
Bill	TPA Actions
AB 354 (Nguyen)	TPA ushered the passage of AB 354 (Nguyen, 2023) on behalf of Sacramento Regional Transit District (SacRT), expanding the District's board to include another seat from the City of Elk Grove. As is the case for most transit agencies in California, SacRT was created in state statute, and therefore changes to its governance or authority must be made through legislation. Despite being roughly twice the size of Citrus Heights and Folsom, Elk Grove had the same amount of representation on the SacRT board. AB 354 added a second representative for Elk Grove. TPA staff ensured that all affected parties were aware of the needed change, removing any potential opposition, and therefore the bill sailed through the Legislature on consent. The Governor signed the measure into law.
AB 645 (Friedman)	TPA worked with the City of Oakland along with a coalition of five additional local governments on AB 645, which established a pilot program to give local transportation authorities in six cities the authority to install speed safety systems. The measure took nearly four legislative sessions before it was signed into law. To garner momentum for its success, TPA works with City of Oakland staff to highlight the need, provide data on the number of accidents and collisions, and provide technical support to the author and her office. From there, TPA was instrumental in coordinating with the five additional cities included in the pilot program and their advocates and legislators to push forward the bill through its various legislative hurdles. Throughout AB 645's progress through the Legislature, TPA provided lead testimony in multiple policy committees in support, drafted coalition letters, worked with the Author's office and committee leaders on various iterations of amendments, and orchestrated support and testimony to counteract the opposition's efforts. The measure was ultimately signed into law. Following its official passage, TPA worked with the measure's cosponsors on media press releases to highlight its significance.
AB 705 (Lowenthal)	TPA worked with the City of Avalon to secure Assembly Member Josh Lowenthal as the author of AB 705. AB 705 changed the definition of an autoette in statute in a way that now allows certain autoette owners located on Santa Catalina Island to be able to register their vehicles with the Department of Motor Vehicles. This critical conforming language allows all residents on Santa Catalina Island to be afforded registration uniformity as it relates to the modes of transportation uniquely used on the island. The Governor signed the measure into law.

AB 1052 (McCarty)	<p>Like many California transit agencies, Sacramento Regional Transit District (SacRT) has statutory authority to submit to the voters within its jurisdiction a measure to increase sales or parcel taxes for the operation of its system. TPA assisted SacRT in sponsoring AB 1052 (McCarty, 2023) which enables SacRT to limit a potential future tax measure to jurisdictions within its boundary, rather than only adopting a systemwide measure. In this way, individual jurisdictions can choose to tax themselves for improved services or facilities without relying on other neighboring jurisdictions to support the effort. This legislation took significant negotiation and discussion within various committees to effectively explain its need and intent. Throughout the measure's progress through the Legislature, TPA provided verbal testimony, briefed committee consultants and Legislative members on the purpose and need for the bill, and positioned the client to interface with the Legislature when appropriate. The Governor signed the measure into law.</p>
AB 1173 (Ta)	<p>TPA worked with the Coast Community College District to sponsor legislation that enhances communication between high school districts and community colleges for students applying to higher educational institutions. Specifically, AB 1173 (Ta) requires public high schools that choose to hold a career or college fair to notify each community college district with overlapping jurisdiction, thus exposing high school children to a wide array of collegiate educational opportunities. TPA worked with the District and Assembly Member Ta's office to craft language, advocated on behalf of the bill at each policy committee with committee staff and members, and connected District leadership and Legislative leadership to facilitate the passage of the bill. The Governor signed the measure into law.</p>
AB 1285 (Wicks)	<p>TPA worked with the city of Berkeley to sponsor AB 1285, which ensures greater coordination of state funding programs seeking to address homelessness by requiring cities, counties, and Continuums of Care to partner on how referrals to permanent housing through the coordinate entry system prioritize people living in encampments for permanent housing. At the start of the legislative session, TPA worked with the City to identify the specific government code section and assisted in drafting bill language. TPA then worked with the City to create fact sheet materials to show to committee members and staff highlighting the purpose and need for the legislation. Throughout the bill's progress through the Legislature, TPA worked with senior committee staff members to fine-tune language, provided verbal lead testimony in policy committees, and provided the author with speaking points for committee hearings and final floor votes. Given the measure's benefit to many cities throughout the state that do not directly receive state-programmed homeless dollars, TPA helped form a coalition of cities in support, which ultimately aided its passage into law. The Governor signed the measure into law and highlighted it as a piece of his major homelessness and behavioral health reform package.</p>
SB 381 (Min)	<p>Before the start of the Legislative Session, TPA worked with a coalition of public safety professionals in the Orange County region to identify solutions to a growing problem surrounding e-bike safety. The coalition meeting revealed a need for comprehensive safety reform, but also a need for data to support future changes to the law. TPA advocates worked with the City of Laguna Beach to sponsor Senator Min's SB 381, which tasks the state's premiere transportation data collection entity – the Mineta Institute – with conducting a study on electric bicycles and the safety of riders and pedestrians by January 1, 2026. Throughout the measure's process through the legislature, TPA worked with the author's staff to garner support from other members and stakeholders, testified at committee hearings in support, and briefed committee consultants and Legislative members on the purpose and need for the bill. The Governor signed the measure into law.</p>
SB 593 (Wiener)	<p>TPA worked with Freedom West Homes to sponsor SB 593, which gives the City and County of San Francisco's redevelopment successor agency the authority to finance the development, construction, repair, renovation, or reconstruction of up to 5,842 affordable housing units using the successor agency's property tax revenue. This is one of the few Redevelopment Agency (RDA) successor agency bills signed into law</p>

	by Governor Newsom and one of the few RDA successor agency bills signed into law since 2015, almost 10 years ago. Beginning in October of 2022, TPA began engaging the State Department of Finance to brief them, seek their input, and ensure they were part of this process. Simultaneously, TPA worked with legislative leadership to brief them on efforts and request their sponsorship. Once an author was secured, TPA organized weekly meetings with the coalition and author's office, aided in drafting language, organized letters of support, secured witnesses to testify on behalf of the measure, and kept legislative leadership and the Governor's office abreast of efforts. While the bill was moving through the Assembly, TPA was part of the effort that included numerous meetings with the Department of Finance and the Governor's office. When the bill made its way to the Governor, TPA worked to secure over 25 letters to the Governor requesting his support and signature. Ultimately, the Governor signed the measure into law. To commemorate the achievement, TPA worked with Freedom West and other stakeholders on media strategy.
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RELEVANT FEDERAL LEGISLATIVE ADVOCACY ACCOMPLISHMENTS

The chart below outlines several notable federal legislative advocacy achievements TPA has achieved on behalf of our clients:

City of San Pablo – Department of Defense Public Interest Land Conveyance Advocacy	
Type of Success	Federal Legislative Advocacy - National Defense Authorization Act
Project Description	TPA is currently advocating for the transfer of an Army Reserve Center site to the City of San Pablo. The armory is inactive, and the City sought to explore the possibility of acquiring the land to use as a new public works corporation yard. TPA identified that a public interest land conveyance could be legislated for this purpose through the National Defense Authorization Act (NDAA) and engaged the staff of Representative John Garamendi and the Department of Defense. Through Rep. Garamendi's position as Ranking Member of the Readiness Subcommittee on the House Armed Services Committee, TPA is working to include language into the base text of the FY 2025 NDAA to authorize the federal property transfer.
Year	2023-2024
City of Pleasanton - PFAS Remediation Funding and Legislation	
Type of Success	PFAS Remediation Funding
Project Description	TPA has extensive experience working on behalf of local governments and California water districts working to remediate PFAS contamination in groundwater. In addition to helping clients identify funding sources, TPA is engaged in the legislative debate in Congress regarding liability, and funding for PFAS contamination cleanup. In FY 2023 TPA helped secure \$2,000,000 in federal Community Project Funding for the City of Pleasanton to rehabilitate one of the city's drinking water wells impacted by PFAS. We have worked hand in hand with the city's congressional delegation to highlight the impact PFAS has had on the community, the cost to remediate the contamination, and the long-term needs the City faces.
Year	2022
COVID-19 Local Governance Messaging and Funding Advocacy	
Type of Success	Direct Funding to Local Jurisdictions
Project Description	Through the COVID-19 pandemic, TPA led a statewide effort to advocate for increased local relief funding in the passage of the CARES Act and the American Rescue Plan (ARPA). TPA worked with its municipal clients, as well as in partnership with the California Mayors Coalition to ensure funding was made available for local jurisdictions. TPA coordinated with the National League of Cities and the White House to utilize and distribute TPA templates, models, and language regarding COVID-19 messaging. TPA facilitated conversations between the Department of Treasury and local public agencies regarding the implementation and reporting of CARES Act and ARPA funds and was ultimately successful in securing direct

FIRM QUALIFICATIONS

	funding for local jurisdictions as part of the COVID relief packages.
Year	2020-2021
City of Brea - Tracks at Brea Extension Project	
Type of Success	Federal Appropriations Funding
Project Description	TPA has been involved in securing funding for sections of the OC Loop for the last decade. TPA has worked closely with the cities of Placentia, Brea, Buena Park, and Fullerton to secure funding for various sections to complete the loop. Over the last 10 years, TPA has secured over \$10 million in grant funding for the City of Brea for the Tracks at Brea Project, and most recently, TPA worked with the City of Brea to secure \$2 million in Community Project Funding during the FY 22 Federal Appropriations process. This funding was secured through the office of Representative Young Kim and will be critical to Brea's efforts to finalize its four-mile-long multi-use trail and linear park, which will ultimately provide residents and visitors with a safe and attractive pedestrian and bike path to travel throughout the City.
Year	2022
City of Ontario – WRDA Funding Authorization	
Type of Success	Federal Funding Authorization
Project Description	During the 2022 Water Resources Development Act (WRDA) legislative process, TPA advocated aggressively for the inclusion of a \$40.7 million funding authorization on behalf of the City of Ontario for its water recycling and water supply priorities. The bill, which is reconsidered by Congress every two years, authorizes much-needed investments in projects and programs of the U.S. Army Corps of Engineers. As a result of TPA's diligent federal advocacy efforts, Ontario's critical Well Treatment Facility and Euclid Avenue Recycled Water System Expansion projects will undergo expedited feasibility and environmental studies before the beginning of construction. TPA will continue to work with Ontario's Congressional Delegation to secure appropriations funding for the competition of these projects, demonstrating our firm's comprehensive approach and commitment to ensure success from the onset of project authorization to completion.
Year	2022
City of Oakland – Affordable Housing Federal Advocacy	
Type of Success	Federal Advocacy – Housing and Urban Development
Project Description	On behalf of the City of Oakland, TPA engaged closely with Senator Feinstein's staff to monitor and decipher a decision from HUD on affordable housing priorities for current and past residents. HUD had recently rejected a plan in San Francisco to open a new complex of affordable housing and implement a priority system that favored those who had lived in the neighborhood previously, thus preventing a major shift toward gentrification. When HUD rejected the plan because it violated the Fair Housing Act, TPA worked closely with the Council President's office and the California legislative delegation to determine whether similar prioritization plans implemented in Oakland might also violate the Fair Housing Act and whether the City was therefore at risk of legal action. Fortunately, TPA was able to determine that the City's plan contained a key and essential difference, allowing it to avoid the same assessment by HUD. In maintaining consistent lines of communication with stakeholders, TPA was able to mitigate risk to the City of Oakland and its residents of affordable housing, while also ensuring that key figures in affordable housing discussions were aware of Oakland's important efforts in this arena.
Year	2021
Merced County Association of Governments - Buy America Waivers	
Type of Success	Federal Advocacy – Transportation and Infrastructure
Project Description	TPA advocacy resulted in ten partial Buy America waivers for MCAG. These waivers allowed five cities in Merced County to purchase ten pollution-reducing vehicles. Without the waivers, MCAG would have been prevented from using federal dollars



	to make the purchases as the Federal Highway Administration's Buy America requirement mandates that steel and iron used in government projects be manufactured domestically. TPA coordinated a coalition of Congressional members from the San Joaquin Valley including Representatives Costa, Nunes, Valadao, McClintock, Denham, and McCarthy, to issue a delegation letter to the Secretary of Transportation advocating for the waivers.
Year	2018

SUCCESSFUL STATE & FEDERAL EARMARKS

The following charts detail TPA's success in securing state and federal earmarks over the past several years. For each award, TPA strategized with our clients to identify priority projects and transform them into budget requests. TPA then worked closely and diligently with state and federal legislators and their staff, relevant committee members, and other key stakeholders to ensure our client projects were included in the final official budget.

STATE BUDGET EARMARKS		
Year	Total Number of Projects	Total Amount Awarded
2023-2024	55	\$73,910,000
2022-2023	42	\$200,950,000
2021-2022	30	\$377,715,020
2019-2020	15	\$36,230,000
TOTAL STATE BUDGET EARMARKS SECURED: \$688,805,020		

FEDERAL EARMARKS		
Year	Total Number of Projects	Total Amount Awarded
2024	52	\$57,599,445
2023	34	\$60,390,094
2022	30	\$59,060,357
TOTAL FEDERAL EARMARKS SECURED: \$177,049,896		

GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs. These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Area	State Funding	Federal Funding	All Sources
Water & Sanitation	\$134.1 Million	\$21.6 Million	\$155.8 Million
Transportation	\$733.8 Million	\$323.1 Million	\$1,056.9 Million
Education	\$256.9 Million	\$49.9 Million	\$306.8 Million
Parks & Recreation	\$306 Million	\$38.9 Million	\$344.9 Million
Cultural Resources	\$140.1 Million	\$14.2 Million	\$154.3 Million
Housing & Development	\$789.6 Million	\$42.1 Million	\$831.8 Million
Public Safety	\$155.2 Million	\$98.8 Million	\$254.0 Million
TOTAL	\$2.5 Billion	\$588.7 Million	\$3.1 Billion

The chart below provides specific examples of TPA's grant funding achievements:

City of Millbrae SMCTA Measure A & W Highway Program Grant	
Amount Secured	\$1,480,000
Project Description	TPA worked with the City of Millbrae to secure more than \$1.4 million through the San Mateo County Transportation Authority's Measure A & W Highway Grant Program to support the City's El Camino Real Complete Streets Plan. The award will bolster the City's efforts to revitalize its Downtown and connect residents and visitors with the community's businesses, cultural centers, and economic hubs. TPA was responsible for submitting a complete and compelling application that conveyed the immense benefits the project would have on the City and surrounding areas.
Year of Award	2023
City of Palm Desert SCAG REAP 2.0 Regional Utilities Supporting Housing Grant	
Amount Secured	\$8,000,000
Project Description	TPA worked with the City of Palm Desert to secure \$8,000,000 in Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP) 2.0 Regional Utilities Supporting Housing Pilot Program funding for flood mitigation efforts and expanding the City's utility capacity to mitigate future severe flooding that could impact housing developments along the I-10 corridor in an area that has experienced recent flood disasters. The project will support the development of 3,386 units currently approved and 1,663 units under review.
Year of Award	2024
City of Fontana U.S. Department of Transportation RAISE Grant	
Amount Secured	\$15,000,000
Project Description	TPA worked with the City of Fontana to develop, prepare, and execute a strategic plan to support the City's FY22 RAISE grant application. This highly competitive federal grant opportunity administered by the U.S. Department of Transportation formed a key component of the City's Complete Streets Upgrades including street, bike, sidewalk, and trail improvements, bringing numerous benefits and better quality of life for Fontana residents. TPA tailored the application's message and planned advocacy that leveraged the City's strengths during the review process. The culmination of this effort was the award of \$15 million in federal RAISE funds for the City's transportation infrastructure. In the FY22 RAISE cycle, Fontana was one of only eight jurisdictions in the State of California to receive a RAISE grant.
Year of Award	2022
City of San Leandro Department of Forestry and Fire Protection Urban Forestry Grant	
Amount Secured	\$1,500,000
Project Description	TPA worked on behalf of the City of San Leandro to secure \$1.5 million through the Department of Forestry and Fire Protection's Urban Forestry Grant Program. The award will enable the City to implement a tree resilience plan to address fire hazards. TPA was responsible for developing and submitting a compelling grant application that relayed the project's need and urgency, especially considering the current environmental challenges and fire threats facing California cities.
Year of Award	2022
City of Monterey Park California State Library Building Forward Library Infrastructure Grant	
Amount Secured	\$1,400,000
Project Description	This funding will go towards furnishing the City's library with a backup generator to ensure it can function as a backup Emergency Operations Center. Additionally, funding will enable the library to update outdated HVAC units and address accessibility concerns throughout the building. These critical infrastructure needs will allow the library to serve its community and work towards its strategic goals of inclusion, accessibility, literacy, and connection as a community builder.
Year of Award	2023

As the City's advocate from 2003 until 2009, TPA achieved several significant achievements to advance Antioch's community priorities, including the examples below:

Project	Amount Awarded	Year Awarded
Contra Costa Water District Creek Remediation Loan: Marley Creek Project	\$2,500,000	2008
FY 2005 Federal Appropriations: State Route 4 Project	\$16,000,000	2005
National Corridor Infrastructure Improvement Program Award: State Route 4 Project	\$20,000,000	2005
TOTAL AMOUNT SECURED: \$38,500,000		

IDENTIFICATION AND QUALIFICATIONS OF KEY TEAM MEMBERS

With a team of 18 registered state and federal legislative advocates and grant writers, TPA has the breadth and depth of experience AND the ability to deploy as many advocates as needed to maximize success for the City while minimizing the burden on City staff. TPA proposes a dedicated team of five people to perform state and federal legislative advocacy and grant writing services for the City.

Niccolo De Luca

Vice President

Role: Lead State Legislative Advocate

Alex Gibbs

Grants Director

Role: Lead Grant Writer & Funding Advocate

Joseph Melo

Senior Associate

Role: Lead Federal Legislative Advocate

Sammi Maciel

Senior Associate

Role: Federal Legislative Advocate

Carlin Shelby

Senior Associate

Role: State Legislative Advocate

The proposed project leads, Vice President Niccolo De Luca, Grants Director Alex Gibbs, and Senior Associate Joseph Melo, will oversee the proposed team to ensure the work for the City is completed and the City's legislative and funding initiatives have the highest likelihood of success. Associates Sammi Maciel and Carlin Shelby will provide support and work directly on the City's legislative platform and priority projects, providing legislation and funding monitoring, analysis, and recommendations. The team will work collectively to leverage relationships, identify key legislative opportunities, and ensure all funding opportunities are identified. The proposed team will also be supported by an additional 13 TPA advocates, each with specific areas of expertise and valuable networks.

FIRM'S STRENGTHS

As the **only** advocacy firm that provides legislative advocacy and grant writing services for clients in Sacramento **and** Washington, DC, TPA is an expert at delivering high-quality, comprehensive services that protect and promote the priorities and needs of local communities.

Concentrating state, federal, and funding advocacy into a single firm offers several compelling benefits over contracting with three separate firms for these services. This integrated approach creates a more cohesive strategy, ensuring that advocacy efforts at different levels of government and funding pursuits are aligned toward common goals, preventing the misalignments and conflicts that can arise when dealing with multiple contractors.

Consistency and continuity are significant advantages TPA offers via this streamlined approach. With TPA, the City will have a main point of contact with the benefits of a team of experienced advocates and grant writers for all their advocacy needs, ensuring clear and consistent communication. This also allows TPA to build a comprehensive understanding of the City's needs, history, and preferences, leading to more effective and personalized advocacy efforts. Moreover, TPA's cross-functional expertise means the City will benefit from a team that can leverage specialized knowledge across state, federal, and funding advocacy. This integrated talent pool fosters collaboration and innovative solutions that might be harder to achieve with separate firms. This structure also plays into TPA's ability to adapt and respond to legislative changes or funding opportunities as quickly as possible. TPA can swiftly and efficiently adjust strategies without the need to coordinate between different entities. This proactive and dynamic approach ensures that the City can capitalize on opportunities as they arise.

Relationships play a crucial role in effective advocacy, and TPA's extensive network across various levels of government and funding bodies provides a significant advantage. The firm's established credibility and influence enhance the City's profile and improve the chances of successful advocacy outcomes.

Finally, having a single firm handling all aspects of advocacy enhances accountability. The City will know exactly where to address their concerns or seek improvements, without the risk of different entities shifting responsibilities. This concentration of responsibility ensures that TPA remains fully accountable for delivering results. Ultimately, TPA's integrated service structure provides a strategic, efficient, and effective advocacy solution. This unified approach enhances coordination and reduces costs, ensures consistency, leverages broader expertise, and strengthens relationships to better serve the City's interests.

TPA will not utilize subcontractors for this engagement. Resumes for each member of the project team can be found on the following pages.



Niccolo De Luca, Vice President: Niccolo brings 27 years of legislative and public policy experience to TPA. Niccolo has expertise in the policy sectors of local governance, parks and natural resources, housing and homelessness, public safety, cultural resources, and cannabis.

Townsend Public Affairs, Inc.

Vice President

2008–Present

Throughout his tenure at TPA, Niccolo has been responsible for dozens of legislative proposals that have been signed into law and has secured millions in competitive grant funds for local public agency clients. In addition to his public policy expertise, Niccolo has widespread bipartisan relationships with Members and staff of the State Legislature including the Senate and Assembly Budget Chairs and the Budget Committee staff, Governor Newsom's Administration, and numerous policy committee staff. Some of Niccolo's accomplishments include:

- Niccolo worked with Freedom West Homes to sponsor **SB 593**, which gives the City and County of San Francisco's redevelopment successor agency the authority to finance up to 5,842 affordable housing units using the successor agency's property tax revenue. This is one of the few Redevelopment Agency (RDA) successor agency bills signed into law by Governor Newsom and one of the few RDA successor agency bills signed into law since 2015, almost 10 years ago. Niccolo helped create and lead the coalition in drafting language, organizing letters of support, securing witnesses to testify, and working closely with legislative leadership and the Governors. Ultimately, the Governor signed the measure into law. To commemorate the achievement, Niccolo worked with Freedom West and other stakeholders on media strategy.
- Niccolo was a major part of the coalition to help pass the state's first-ever automated speed enforcement legislation. Niccolo worked with the City of Oakland along with a coalition of five additional local governments on **AB 645**, which established a pilot program to give local transportation authorities in six cities the authority to install speed safety systems. To garner momentum for its success, Niccolo worked with Oakland City staff to highlight the need, provide data on the number of accidents and collisions, and provide technical support to the author and her office. Throughout AB 645's progress through the Legislature, Niccolo provided lead testimony in multiple policy committees in support, drafted coalition letters, worked with the Author's office and committee leaders on various iterations of amendments, and orchestrated support and testimony to counteract the opposition's efforts.
- Niccolo worked with the City of Oakland to secure a **\$280 million** FY 2021–2022 State Budget earmark for critical maritime infrastructure. Niccolo coordinated directly with Senate Budget Chair Nancy Skinner, the Oakland Mayor, and appropriate Senate and Assembly Budget Committee staff to draft the language for inclusion into the State Budget. Niccolo's strategy, execution, and relationships led to one of the highest budget earmarks in State history and a massive significant financial win for the City and Port of Oakland.
- Niccolo led the TPA efforts to secure **\$33.1 million** in critically needed park funding for cities and nonprofits in the Bay Area, Central Valley, and Southern California. These efforts included working on the funding guidelines, drafting the applications, lobbying for the applications, and working hand in hand with the funding agency. Niccolo was the team lead and instrumental in the many victories of our clients spanning throughout California

- Niccolo spearheaded efforts to secure **\$15 million** in an FY 2022–2023 State Budget earmark to the City of Berkeley for the Berkeley Marina and Pier. This year-long effort included creating a local, grassroots effort, strategizing with the Mayor and City Council, drafting letters of support and speaking points, helping to draft a budget, and working in partnership with Senate Budget Chair Nancy Skinner and Assembly Member Buffy Wicks.
- Niccolo worked with the Cities of Berkeley, Concord, Emeryville, and Fremont to pass multiple pieces of state legislation that granted these cities the ability to create and enhance local revenue measures. Niccolo led the advocacy efforts on behalf of these cities which included drafting and implementing a plan of action, working closely with the author's offices to draft the legislation, building coalitions, testifying in committees, meeting with impacted state agencies and the Governor's Administration, and other efforts. Due to these efforts, Niccolo has been recognized as a policy expert on **Transactions and Use Taxes (TUT)** and TPA has been hired specifically to run these legislative efforts on behalf of local governments throughout the Bay Area.
- Niccolo worked closely with the City of Oakland to secure four grants in the combined amount of **\$18.9 million** from the Community Oriented Policing Services (COPS) Hiring Program. Niccolo developed the applications and shepherded them through the grant process, including leveraging relationships with the US Department of Justice and COPS staff, which resulted in critical federal funding for the City to hire additional police officers.

City of Oakland

Deputy City Administrator

2004–2007

Niccolo was responsible for the daily operations and decision-making for the two largest departments (public works and police department), overseeing a combined annual budget of \$323 million. Niccolo also directly supervised four different divisions with 45 employees. Niccolo provided direct organizational leadership to create a standard operating procedure for a multi-faceted crime reduction initiative, which was adopted by the City Council and resulted in crime reduction. Additionally, Niccolo expanded the number of organized neighborhood public safety gatherings for three consecutive years, with an average of nearly 100 percent annual increase.

City of Oakland

Assistant Director, Public Works Agency

2001–2004

Niccolo was responsible for three divisions of the public works department (including finance and human relations), five direct reports, and 40 staff members. Niccolo oversaw the financial operations of the entire public works department, including revenues and expenditures. Niccolo implemented procedures to reduce the number of workers' compensation claims subsequently adopted for the entire City. Niccolo also served as the spokesperson of the public works department and maintained all media relations.

City of Oakland

Assistant to Councilmember Richard Spees

1998–2001

Niccolo served as lead spokesperson for the Council Member within the district. Niccolo improved the overall district-wide public approval rating of the Council Member through grassroots marketing campaigns and new information dissemination strategies. Additionally, Niccolo led constituent services for the district, ensuring efficient service delivery for 58,000 residents.

University of Oregon

Bachelor of Arts, American History

1997





Alex Gibbs, Grants Director: Alex brings 13 years of public policy and legislative advocacy experience to TPA. Alex has four years of experience working for the State Legislature analyzing, researching, writing, and shepherding bills through the legislative process. Alex has also secured significant grant funding for clients throughout California. Alex has expertise in the policy sectors of parks and recreation, natural resources, local governance, public safety, and transportation.

Townsend Public Affairs, Inc.
Grants Director

2014–Present

During his tenure at TPA, Alex has been responsible for securing millions in competitive grant funds at the private, state, and federal levels for local public agency clients. In addition to his expertise in parks and recreation, transportation, and public safety, Alex has a strong network of relationships with State Legislators and key staff as well as various state departments and agencies. Some of his accomplishments include:

- Alex coordinated with County of Kern staff to secure over **\$17 million** in grant funding from the Behavioral Health Continuum Infrastructure Grant Program administered by the California Department of Health Care Services to establish a youth crisis walk-in center facility. Alex crafted a competitive application and leveraged a strategic network of agency relationships to ensure the project's success. The critical funding will allow the County to continue to expand its capacity to provide alternatives to incarceration, hospitalization, homelessness, and institutionalization.
- Alex worked closely with the City of Oakland staff to secure **\$7 million** in grant funding from the Clean CA Local Grant Program. Alex leveraged relationships with the California Department of Transportation and the City's legislative delegation to successfully advocate for two funded projects. This funding helped the City of Oakland conduct the Courtland Creek Restoration Project as well as the Oakland Mini Parks Beautification Project, both of which provided significant remediation and beautification of public resources for local residents.
- Alex led a team of Kern County staff through the application process to secure **\$6.5 million** in grant funding from the Prop 68 Statewide Parks Program (Round 4). This funded the South Kern Lamont Park Project which provided much-needed renovations to an existing park in the community of Lamont, despite grant program guidelines that provided preferences for the construction of new parks.
- Alex worked with the City of San Leandro staff to secure **\$4.5 million** in grant funding from the Building Forward Library Infrastructure Program administered by the California State Library to upgrade multiple libraries throughout the City. Alex tailored the grant application's message and narrative and worked with City staff to create a project budget and timeline that would ensure competitiveness. Alex also utilized advocacy strategies that leveraged the City's strengths during the grant review process to ensure project success.
- Alex collaborated with state Natural Resources Agency staff to secure a **\$3 million** Urban Greening Grant for the Desert Recreation District. This funded the construction of a new

park and sports complex in unincorporated Riverside County. Alex then continued to work with the District on grant administration, ensuring the client was able to see the completion of their legacy project that had been years in the making.

- Alex worked jointly with the City of South San Francisco to secure a **\$868,000** grant from the Active Transportation Program (ATP). Alex leveraged relationships with the California Department of Transportation and coordinated among local business stakeholders and school officials to craft a competitive grant application to the statewide ATP. This funding helped the City with their Linden and Spruce Avenue Traffic Calming Improvement Project to construct major traffic calming improvements to ensure bike and pedestrian safety at crucial intersections in residential and commercial neighborhoods.
- Alex collaborated with state and federal Land and Water Conservation Fund staff to secure a **\$750,000** grant for the City of Imperial. This funded the construction of a 300-plus acre regional park and equestrian center. Alex then continued to work with the City on grant administration, ensuring the client was given the appropriate time to meet deadlines and retain their funding.
- Alex worked in concert with the City of South San Francisco to secure a **\$658,000** grant from the San Mateo County Transportation Authority's Measure A Pedestrian and Bicycle Program. Alex leveraged relationships with stakeholders in the County to ensure that the City received the funding needed for their Sunshine Gardens Project, including major traffic-calming improvements on streets frequented by students walking and riding bicycles.
- Alex has developed broad expertise concerning public safety policy and funding. In conjunction with local stakeholders, Alex has worked successfully on a variety of public safety issues that affect local public agencies in California, including the fight against the trafficking and exploitation of minors as well as the protection of local control regarding the manufacturing of medicinal cannabis products.

California State Senate

Legislative Aide

2012–2014

Alex worked as a member of the Eighth Senate District's legislative team representing San Francisco and San Mateo Counties. Alex's primary responsibilities included monitoring, reviewing, and making recommendations on legislation passing through the Senator's committees as well as bills of interest to the District. Alex annually carried a bill package through the legislative process and assisted with problem bills that required more support. Alex consistently had one of the highest numbers of bills signed into law by any senate staffer.

University of San Francisco, CA

Bachelor of Arts, Politics

2011

San Diego State University

Professional Grant Writing Certification

2023





Joseph Melo, Senior Associate: Joseph brings 10 years of federal legislative, funding, and public policy experience. Joseph has extensive experience managing legislative and funding activity, including bill analysis, research, and drafting, particularly for federal funding opportunities. Joseph has expertise in several policy areas including energy and commerce, technology, education, housing, foreign affairs, and local government governance.

Townsend Public Affairs, Inc.
Senior Associate

2023–Present

As a Senior Associate, Joseph is skilled in leveraging his extensive policy knowledge and relationships at both the state and federal levels to advocate for TPA clients and ensure legislative and funding success. Some of Joseph’s experiences include:

- Through the FY 2024 federal appropriations process, Joseph secured **over \$3.9 million** in community project funding working closely with both the Senate and House of Representatives. Joseph’s knowledge of the process led to the only federal earmark secured for a community college in the NASA appropriations bill.
- Joseph helped identify a previously unfunded water recycling and reuse project worth up to **\$20 million** authorized by Congress in 1996. Joseph is now working alongside the Bureau of Reclamation and the City of Tracy to implement the authorizing language and secure the funding.
- Joseph is currently advocating for the transfer of an Army Reserve Center site to the City of San Pablo. The armory is inactive, and the city sought to acquire the land to use as a new public works corporation yard. Joseph engaged the staff of Representative John Garamendi, the House Armed Services Committee, and the Department of Defense to pursue a public interest land conveyance legislated through the National Defense Authorization Act.
- Joseph successfully elevated the profile of California-based Community Choice Aggregation (CCA) public agencies in Washington, DC by leading the efforts to inform congressional and agency staff of the work performed by CCAs and ensure they are eligible for relevant funding opportunities. Through a joint CCA advocacy trip and correspondence delivered to five federal agencies, Joseph organized a coalition to advocate for the roles of CCAs in federal clean energy programs.
- Joseph’s experience working for two California Congressional Representatives has led to an extensive network of relationships both on Capitol Hill and within federal agencies. These relationships have led to many successes in navigating program complexities, rules, and regulations at agencies such as the Departments of Education, Energy, Commerce, the Treasury, and EPA. His understanding of the regional and political dynamics of the California Congressional delegation and their interactions with other members of the Senate and House are key to successfully advocating for California-based clients.
- Joseph has extensive knowledge and understanding of the current federal appropriations process and has experience in successfully securing millions of dollars worth of earmarks

for California projects. While serving as Policy Advisor to Congressman McNerney, Joseph assisted in securing \$27 million in community project funding for 15 community projects in Contra Costa and San Joaquin counties, greatly benefiting local California communities.

U.S. House of Representatives, Office of Congressman Jerry McNerney (CA-09)

Policy Advisor, Legislative Assistant, Legislative Correspondent, Intern

2019–2023

As Policy Advisor, Joseph led the Congressman's legislative portfolio on issues under the jurisdiction of the Energy & Commerce Committee (Subcommittees on Energy, Communications & Technology, and Consumer Protection & Commerce) and the Science, Space & Technology Committee (Subcommittee on Energy). He assisted in staffing, advising, and preparing the Congressman's questions and talking points for committee hearings and markups. Joseph co-led the Congressman's appropriations process and initially helped to secure more than \$27 million for fifteen community projects located in California's Contra Costa County and San Joaquin County as well as managed the Congressman's caucus work as co-chair of the Artificial Intelligence Caucus and Wi-Fi Caucus. Before serving as the Congressman's Policy Advisor, Joseph served as Legislative Assistant, Legislative Correspondent/Staff Assistant, and Intern, demonstrating expertise in a wide range of policy areas, including energy and commerce, technology, education, housing, foreign affairs, and local governance.

Save the Children Action Network

Public Policy and Advocacy Intern

2018

Joseph supported bipartisan federal, state, and local government relations efforts through research on elected officials, congressional candidates, and legislation. He also wrote a memorandum on education programs and policies, and he drafted policy documents advocating for specific legislation and institutions relating to early childhood education.

Oracle Corporation

Enterprise Account Manager

2015–2017

While at Oracle, Joseph progressed from Business Development Consultant to Account Manager in under two years. As Enterprise Account Manager, Joseph supported Fortune 100 companies and associated subsidiaries in initiating, developing, and closing sales cycles with Oracle's cloud portfolio as well as led meetings and managed relationships with executive leadership.

U.S. House of Representatives, Office of Congresswoman Nancy Pelosi (CA-12)

District Intern

2014

Joseph assisted in casework and advocated for constituents by calling, emailing, and helping draft letters to federal agencies. Additionally, he worked alongside congressional aides to research and complete policy-focused projects.

University of California, Berkeley

Bachelor of Arts, Political Science

2015

The Wilson Center

Foreign Policy Fellowship Program Certificate

2022



Sammi Maciel, Senior Associate: Sammi brings seven years of federal legislative, funding, and public policy experience. Sammi has experience managing legislative activity, including bill analysis, research, and drafting, particularly for federal funding opportunities. Sammi has expertise in several policy sectors including local governance, transportation, broadband, energy, and cultural resources.

Townsend Public Affairs, Inc.

Associate

2021–Present

Since joining TPA, Sammi has kept clients informed of significant actions and pertinent developments in the federal government and strategizes ways in which to influence and enact changes in Washington, DC that have concrete results for clients. Some of Sammi's experiences include:

- Sammi has strong relationships with key officials within the Department of Transportation, Energy, and Environmental Protection Agency, which have been critical in helping to advocate and navigate the hundreds of new funding opportunities implemented through the Bipartisan Infrastructure Law and Inflation Reduction Act. Sammi has leveraged these relationships to guide clients in the submittal process for the millions of dollars available to improve our client's infrastructure priorities.
- Sammi has leveraged her relationships with regional and national EDA officials to assist in drafting applications for the newly Authorized Recompets program, made available through the 2022 CHIPS and Science Act.
- In FY 2023, Sammi worked with the City of Half Moon Bay to secure a **\$2 million** earmark for the City's Highway 1–Frenchman Creek Intersection and Bike/Pedestrian Improvement project. Sammi assisted in developing and submitting the project for consideration and leveraged her extensive federal relationships to ensure success.
- Sammi's four years of experience working for two California Senators has led to an extensive network of relationships both on Capitol Hill and within federal agencies. Her understanding of the regional and political dynamics of the California Congressional delegation and their interactions with other members of the Senate and House are important to successfully advocating for California-based clients.
- Sammi has first-hand knowledge of the current federal appropriations process, including community project funding requests. This process differs from the pre-2011 earmark process and an understanding of the need to balance transparency and politics to submit a competitive request is key. Sammi has utilized her experience to successfully aid clients in securing millions of dollars worth of earmarks in the FY22 and FY23 process.
- Sammi has identified new and previously underutilized federal grants to benefit clients. She has leveraged her relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzzwords required for successful grant applications. Sammi then leverages that information to help TPA clients develop and submit more competitive federal grant applications and provides more effective tailored advocacy to secure funding awards.

U.S. Senate, Office of Senator Kamala Harris (CA)*Field Representative**2019–2021*

Sammi represented a 30-county region on behalf of Senator Harris, attending events, hosting meetings, and facilitating outreach to constituents. She tracked key issues, facilitated rapid response, and built an extensive network of relationships with local elected officials and advocacy groups within her 30-county region. Additionally, Sammi drafted letters of support on behalf of her region addressed to numerous federal agencies, requesting funding for key projects.

U.S. Senate, Office of Senator Dianne Feinstein (CA)*Legislative Intern**Summer of 2017*

As a legislative intern with Senator Dianne Feinstein's office, Sammi researched and drafted memos for state field representatives regarding state legislature bills in the policy areas of transportation and water infrastructure, cannabis, and sanctuary cities.

Dominican University of California*Bachelor of Arts, Political Science**2017*



Carlin Shelby, Senior Associate: Carlin brings over seven years of government affairs experience to TPA. Carlin has state legislative experience in areas such as municipal finance, housing and land use, community services, pension reform, environmental sustainability, and budget. Carlin maintains strong relationships with members of the legislature, committee consultants, staff, and local government stakeholders.

Townsend Public Affairs, Inc.

Associate

2021–Present

Since joining TPA, Carlin has worked diligently with clients to implement their legislative advocacy agendas in Sacramento. Some of her work includes:

- Carlin worked with Assembly and Senate leadership and Budget Chairs to advance over **\$20 million** in community project funding requests for clients in the 2022 and 2023 State Budget Acts.
- Carlin has worked with clients on strategies to secure funding within numerous statewide bond proposals related to climate resiliency, housing production, and behavioral healthcare infrastructure. These efforts include work with Legislators, staff, the Governor's Administration, and various stakeholders to highlight client priorities and position clients as thought leaders for the effective implementation of these massive spending proposals.
- Carlin has provided strategic advocacy and advisory services for clients regarding municipal finance policy and potential changes to revenue-generating local tax regimes.
- Carlin was instrumental in convening a regional task force of law enforcement officials to discuss the public safety impacts of reckless electric bicycle usage. She used the information and insights gathered to work with legislators to develop a measure intended to generate data on e-bike usage and incidents and to inform future policies on safety regulations.
- Carlin has worked to build advocacy tools for clients such as detailed legislative analyses, tracking matrices, position letters, and verbal presentations of priority policy proposals.
- Carlin has provided expert analysis and feedback on a variety of policy issues for clients. She has written letters and official correspondence to bring client concerns to the attention of decision-makers in Sacramento while helping navigate the legislative process.

League of California Cities

Legislative and Policy Development Analyst

2017–2020

Carlin was responsible for analyzing legislation and developing strategic policy positions to benefit cities throughout California. Carlin also maintained stakeholder relations with various government agencies and government-proxy organizations to implement policy agendas crucial to local government clients.

Press Office of Assembly Speaker Anthony Rendon*Press Assistant*

2017

Carlin worked for Assembly Speaker Anthony Rendon and was responsible for maintaining communications between the legislature and major news outlets as well as communicating the Speaker and Democratic Caucus' policy agendas.

The California Building Industry Association (CBIA)*Government Affairs Intern*

2016

Carlin worked to implement CBIA's policy agenda with emphasis on the issue areas of housing and land use. Carlin also provided strategic campaign support on the CBIA-sponsored school bond initiative.

California State University, Sacramento*Bachelor of Arts, Political Science*

2021

REFERENCES

1. CITY OF BERKELEY

Contact Name: Dee Williams-Ridley
Contact Title: City Manager
Address: 2180 Milvia Street, Berkeley, CA 94704
Phone Number: 510-981-7000
Email Address: dwilliams@berkeleyca.gov
Start & End Date: November 2009 – Present
Project Description: State & Federal Legislative Advocacy & Grant Writing Services

Sample of Accomplishments:

- Total State Budget Funding Secured: \$15,000,000
- Total Federal Appropriations Funding Secured: \$1,750,000
- Total Grant Funding Secured: \$4,708,000
- Expanded and Strengthened Relationships with State and Federal Legislators and Agency Officials
- Expanded Presence and Strengthened Reputation in Sacramento and Washington, DC
- Increased Awareness of State and Federal Legislation and Funding Opportunities

2. CITY OF TRACY

Contact Name: Karin Schnaider
Contact Title: Assistant City Manager
Address: 333 Civic Center Drive, Tracy, CA 95376
Phone Number: 626-372-5009
Email Address: karin.schnaider@cityoftracy.org
Start & End Date: June 2019 – Present
Project Description: State & Federal Legislative Advocacy & Grant Writing Services

Sample of Accomplishments:

- Total State Budget Funding Secured: \$5,000,000
- Total Grant Funding Secured: \$375,000
- Expanded and Strengthened Relationships with State and Federal Legislators and Agency Officials
- Expanded Presence and Strengthened Reputation in Sacramento and Washington, DC
- Increased Awareness of State and Federal Legislation and Funding Opportunities

3. CITY OF SAN LEANDRO

Contact Name: Eric Engelbert
Contact Title: Deputy City Manager
Address: 835 East 14th Street, San Leandro, CA 94577
Phone Number: 510-577-3391
Email Address: eengelbart@sanleandro.org
Start & End Date: February 2015 – Present
Project Description: State Legislative Advocacy & Grant Writing Services

Sample of Accomplishments:

- Total State Budget Funding Secured: \$5,250,000
- Total Grant Funding Secured: \$6,201,922
- Expanded and Strengthened Relationships with State Legislators and Agency Officials
- Expanded Presence and Strengthened Reputation in Sacramento
- Increased Awareness of State Legislation and Funding Opportunities



UNDERSTANDING & APPROACH

TPA will utilize the following strategic and comprehensive approach to provide state and federal legislative advocacy services to the City.

- **Conduct Detailed Orientation:** TPA will utilize a continuation of our comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City and is designed for maximum success in the current political climate and funding environment.
- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration as well as Congress and the Biden Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:
 - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda. These relationships include key officials in Sacramento and Washington, DC:

State Legislature Leadership:

- Senator Steven Glazer
- Assembly Member Timothy Grayson

Governor's Administration and Agency Leadership:

- Governor Gavin Newsom
 - Executive Secretary Dana Williamson
 - Senior Counselor Jason Elliott
 - Hafsa Kaka, Senior Advisor on Homelessness
- Lieutenant Governor Eleni Kounalakis
- State Treasurer Fiona Ma
- State Controller Malia Cohen
- Attorney General Rob Bonta
- Superintendent of Public Instruction Tony Thurmond
- Secretary Wade Crowfoot, Natural Resources Agency
- Secretary Toks Omishakin, California State Transportation Agency
- Secretary Amelia Yana Garcia Gonzalez, California Environmental Protection Agency

- Secretary Tomiquia Moss, Business, Consumer Services, and Housing Agency
- Director Armando Quintero, Department of Parks and Recreation
- Director Karla Nemeth, Department of Water Resources
- Director Joe Stephenshaw, Department of Finance
- Director Gustavo Velasquez, Department of Housing and Community Development

State Legislative Leadership:

- Senate President Pro Tempore Mike McGuire
- Senate Majority Leader Lena Gonzalez
- Senate Republican Leader Brian Jones
- Assembly Speaker Robert Rivas
- Assembly Speaker Pro Tempore Jim Wood
- Assembly Majority Leader Cecilia Aguiar-Curry
- Assembly Republican Leader James Gallagher

Key Legislative Committee Leadership



- Senate Appropriations Chair Anna Caballero
- Senate Budget Chair Scott Wiener
- Senate Human Services Committee Chair Marie Alvarado-Gill
- Senate Transportation Committee Chair Dave Cortese
- Senate Natural Resources and Water Committee Chair Dave Min
- Senate Public Safety Committee Chair Aisha Wahab
- Assembly Transportation Committee Chair Lori Wilson
- Assembly Appropriations Chair Buffy Wicks
- Assembly Budget Chair Jesse Gabriel
- Assembly Local Government Committee Chair Juan Carrillo
- Assembly Housing and Community Development Committee Chair Chris Ward
- Assembly Water, Parks, and Wildlife Committee Chair Diane Papan

Federal Legislative Leadership:

- Senator Alex Padilla
- Senator Laphonza Butler
- Representative John Garamendi

President's Administration & Federal Agencies:

- U.S. Army Corps of Engineers
- U.S. Department of Agriculture
- U.S. Department of Commerce
 - Economic Development Agency
 - National Telecommunications and Information Administration
- U.S. Department of Education
- U.S. Department of Energy

- U.S. Department of Health and Human Services
- U.S. Department of Homeland Security
 - Federal Emergency Management Agency
- U.S. Department of Housing and Urban Development
- U.S. Department of the Interior
 - National Park Service
 - Bureau of Reclamation
- U.S. Department of Justice
 - COPS Office
 - Office of Justice Programs
- U.S. Department of Labor
- U.S. Department of Transportation
 - Office of the Secretary
 - Federal Highway Administration
 - Federal Transit Administration
 - Federal Railroad Administration
 - Federal Aviation Administration
 - Build America Bureau
- U.S. Environmental Protection Agency
- U.S. Interagency Council on Homelessness
- National Aeronautics and Space Administration

Key Congressional Legislative Committees:

- Senate Appropriations Committee
- Senate Commerce, Science, and Transportation Committee
- Senate Environment and Public Works Committee
- House Appropriations Committee
- House Transportation and Infrastructure Committee

- **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the City:
 - Schedule meetings for the City to discuss relevant legislation
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City's legislative agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met

- **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.

For advocacy trips to Washington, DC, TPA will handle all details of the trip, including, but not limited to:

- Planning and scheduling of meetings
 - Providing logistical support, including airport pickups, hotel pickups, travel to and from meetings
 - Providing access to a private office within walking distance to the Hill and with immediate access to the Metro
 - Coordinating all meal reservations, including scheduling with key members to attend
 - Access to the National Democratic Club
 - Access to the Capitol Hill Club (National Republican Club of Capitol Hill)
 - Organizing any additional activities of interest (White House tour, VIP Capitol Tour, Monument Tour, African American Museum tickets, etc.)
- **Track Legislation:** TPA will identify, analyze, and monitor all bill introductions and amendments relevant to the City's legislative platform and assess their potential impact on the City.
 - **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City. TPA will also draft and deliver position letters to legislators and key officials on specific bill language.
 - **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City's agenda.
 - **Engage in the Rule-Making Process:** TPA will coordinate with the City to engage during the federal rule-making process to ensure the City's legislative agenda is being promoted and protected in Washington, DC. Engagement activities will include crafting and publishing public comments and contacting legislators to convey either support or opposition to the proposed rule.
 - **State Budget Funding Opportunities:** To maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.
 - **Federal Earmark Opportunities:** To maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.

- **Provide Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports.

TPA will utilize the following strategic and comprehensive approach to provide grant writing and management services to the City:

- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. ***The plan will do more than simply identify City projects;*** it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Community Outreach:** TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, helping develop materials that capture all elements required by the grant, and compiling the outreach data for inclusion in the application.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application through the following process:
 - **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity.
 - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:
 - Application timeline
 - Eligible project types
 - Funding availability and award maximums and minimums
 - List of application components, including proposal questions and any required attachments

- **Assemble Project Background and Details:** TPA will conduct a detailed informational interview with City staff most involved with each project to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.
- **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.
- **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.
- **Incorporate Feedback to Finalize Proposal:** Well ahead of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application before submission.
- **Submit Completed Application:** TPA will ensure that applications are submitted before the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable courier service such as FedEx to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.
- **Funding Advocacy:** Throughout the grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports and evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.

- **Post-Award Services—Above and Beyond Advocacy:** TPA has a track record of success with post-award grant administration and retention. TPA has worked on behalf of clients who, due to unforeseen circumstances, have needed to request an extension of the grant performance period to accomplish project deliverables. TPA is prepared to engage in the legislative process and work with legislators to get bills passed that would allow for the City to retain its grant funding after the performance period would have otherwise ended. Additionally, TPA is prepared to work directly with the City and agencies to secure scope of work changes to already awarded projects to ensure the City will not have to return any hard-won grant funding.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. When grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Monthly Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such as current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

ANTICIPATED SCHEDULE

The table below outlines the annual **state legislative strategy** TPA will deploy on behalf of the City.

<p>January</p>	<p>State Activity: <i>Governor releases January Budget proposal.</i> <i>Legislature reconvenes for the first year of a new two-year legislative session.</i></p> <p>TPA will provide the City a comprehensive budget proposal overview which will outline proposed funding opportunities and identified gaps.</p> <p>TPA will conduct advocacy efforts in Sacramento to advance legislative and funding priorities. Efforts will include, but not be limited to, meetings with Assembly and Senate Leadership, key Budget Committee Members and staff, key Assembly and Senate Budget Subcommittees and Staff, and key members of the Newsom Administration.</p> <p>State Legislation: <i>January 20, 2025 – last day to submit bill requests to the Office of Legislative Counsel in the first year of a new two-year session.</i></p> <p>TPA will monitor the myriad of bill introductions, highlight what is significant for the City functions and priorities, and weed out what is not to maximize time and effectiveness.</p>
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February	<p>State Activity: <i>Assembly and Senate Budget Committees and Subcommittees to begin hearings on the State Budget.</i></p> <p>TPA will conduct advocacy efforts in Sacramento to advance legislative and funding priorities. Efforts will include, but not be limited to, meetings with Assembly and Senate Leadership, key Budget Committee Members and staff, key Assembly and Senate Budget Subcommittee Members and Staff, and key members of the Newsom Administration.</p> <p>State Legislation: <i>Mid-February - deadline for bills to be introduced.</i></p> <p>TPA will provide a comprehensive legislative matrix to the City that identifies key legislation that may impact or otherwise be of interest to the City. TPA will work with the City to recommend positions and draft position letters and relevant background material for advocacy efforts.</p>
March	<p>State Activity: <i>Assembly and Senate Budget Committees and Subcommittees to hold hearings on the State Budget.</i></p> <p>TPA will conduct advocacy efforts in Sacramento to advance legislative and funding priorities. Efforts will include, but not be limited to, meetings with Assembly and Senate Leadership, key Budget Committee Members and staff, key Assembly and Senate Budget Subcommittee Members and Staff, and key members of the Newsom Administration.</p> <p>State Legislation: <i>Policy Committee Meetings.</i></p> <p>TPA will work with the City to recommend positions on relevant legislation. TPA will advocate on behalf of the City on priority bills.</p>
April	<p>State Activity: <i>Assembly and Senate Budget Committees and Subcommittees to hold hearings on the State Budget.</i></p> <p>TPA will continue to conduct advocacy efforts in Sacramento to advance legislative and funding priorities. Efforts will include, but not be limited to, meetings with Assembly and Senate Leadership, key Budget Committee Members and staff, key Assembly and Senate Budget Subcommittee Members and Staff, and key members of the Newsom Administration.</p> <p>State Legislation: <i>Policy Committee Meetings.</i> <i>End of April – deadline for Policy Committees to hear fiscal bills.</i></p> <p>TPA will work with the City to recommend positions on relevant legislation. TPA will advocate on behalf of the City on priority bills.</p>
May	<p>State Activity: <i>Governor releases May Budget Revise (Does not include Member requests).</i></p>

	<p><i>Assembly and Senate Budget Committees and Subcommittees to hold hearings on the State Budget.</i></p> <p>State Legislation: <i>Policy Committee Meetings.</i> <i>May 24 – Deadline for bills to move out of their house of origin.</i></p> <p>TPA will work with the City to recommend positions on relevant legislation. TPA will advocate on behalf of the City on priority bills.</p>
June	<p>State Activity: <i>Assembly and Senate Budget Committees and Subcommittees to hold policy hearings on the State Budget.</i> <i>June 15 – Legislature must approve final State Budget.</i></p> <p>Following a comprehensive onboarding process, TPA will conduct advocacy efforts in Sacramento to advance legislative and funding priorities. Efforts will include, but not be limited to, meetings with Assembly and Senate Leadership, key Budget Committee Members and staff, key Assembly and Senate Budget Subcommittee Members and Staff, and key members of the Newsom Administration.</p> <p>State Legislation: <i>Policy Committee Meetings.</i></p> <p>TPA will work with the City to recommend positions on relevant legislation. TPA will advocate on behalf of the City on priority bills and will report any updates on priority legislation.</p>
July	<p>State Activity: <i>Governor deadline to sign the State Budget.</i></p> <p>TPA will provide the City with detailed reports overviewing budget allocations and funding opportunities included in the final budget.</p> <p>State Legislation: <i>Last Day for Policy Committees to Meet.</i> <i>Summer Recess.</i></p>
August	<p>State Legislation: <i>Legislature reconvenes from Summer Recess.</i> <i>Last day of Legislative Session.</i></p> <p>TPA will advocate on behalf of the City on priority bills in the last month of the session.</p>
September	<p>State Legislation: <i>Last day for Governor to sign or veto legislation.</i></p> <p>TPA will submit veto and signature request letters on behalf of the City. TPA will confer regularly with legislative staff within the Governor's Office to understand the next steps and the Governor's reasoning behind his signature or veto of priority bills.</p>

October	<p>State Activity <i>Legislative Recess.</i></p> <p>TPA will provide post-mortem reports on failed legislation, implementation basics on passed legislation, and next steps for how best to articulate outcomes from the Legislative Session.</p>
November	<p>TPA will begin conducting internal discussions with the City staff regarding upcoming priorities and identify legislative priorities for the next year.</p>
December	<p>State Activity: TPA will conduct initial conversations with the City's State Legislative Delegation about legislative and funding priorities.</p> <p>TPA will work with the City to finalize the list of pipeline projects and the City's state budget funding requests. Requests may include a specific request for the City as well as a statewide request for additional funding in key programs.</p>

The table below outlines the annual **federal legislative strategy** TPA will deploy on behalf of the City.

January	<p>The President's budget is released, kicking off the FY26 appropriations process. With the return of earmarks, TPA is poised to build on the successes of FY22, FY23, FY24, and FY25. TPA will work with the City Staff to identify key community projects to be submitted to the City's Congressional delegation through the FY26 Community Project Funding process.</p>
February	<p>TPA to continue conversations with the City's Congressional Delegation about a Federal funding request for Community Project Funding. TPA to draft the Federal funding ask and prepare a project(s) for consideration for the Community Project Funding process. Work with the City staff to plan delegation advocacy trips.</p>
March	<p>Appropriations submissions are due. Building on the work of the previous months, TPA crafts and submits earmark applications on behalf of the City to the City's federal representatives for FY26.</p>
April	<p>TPA to conduct advocacy efforts in Washington D.C. to advance the City's Community Project funding requests (if any), legislative goals, and Appropriations requests.</p>
May	<p>TPA to continue to conduct advocacy efforts in Washington D.C. to advance the City's legislative priorities and Appropriations requests.</p>

June	<p>TPA will conduct a detailed onboarding process involving extensive meetings with locally elected officials, relevant members of the City's leadership team, and key departments to help us better understand how to tailor a legislative strategy that achieves results in the current political and funding environment.</p> <p>Following a comprehensive onboarding process, TPA will identify legislation to advance the City's legislative priorities, as well as engage with federal agency staff to advocate for funding opportunities for the City. With unprecedented funding opportunities available to municipalities for infrastructure programs, TPA will work throughout the year to identify and inform the City of relevant funding opportunities, including new funding opportunities through the DOE, EPA, and DOT.</p>
July	<p>Appropriations bills move through Congress. TPA will work with the City and the City's Congressional delegation to work for the inclusion of priorities in the 12 annual appropriations bills. Floor consideration provides an opportunity to amend the bills.</p>
August	<p>Traditionally the congressional August recess provides for an opportunity to build relationships among staff and federal agencies and prepare for the busy fall legislative session. Newly elected Members of Congress, as well as those that have been reelected, will be eager to ensure their priorities are passed, providing TPA and the City an excellent opportunity to shape policy at the federal level.</p>
September	<p>The end of the fiscal year brings a flurry of legislation in the U.S. Capitol with ample opportunity for TPA to work on behalf of the City. Federal funding will materialize and TPA will engage with members of the Appropriations Committees and their staffs to promote and advocate for the City priorities.</p>
October	<p>TPA will continue to advocate for the City's end-of-the-year legislative and project priorities in Washington, DC, while also looking ahead to identify potential opportunities. Congress will be out of session to allow for campaign-related activities and will not return until after the election.</p>
November	<p>Identify legislative priorities for the next year. TPA to begin conducting internal discussions with the City staff regarding upcoming priorities. Lay the initial groundwork for next year's Federal advocacy trips. Conduct a review of previous trips to explore best practices, learn from past trips, and improve the experience for future years. TPA will also provide an overview of election results and how they may impact the City's federal outlook.</p>
December	<p>TPA to work with the City to finalize the list of pipeline projects and to finalize the Federal Appropriations funding request ask. Ask may include a specific request for the City, as well as a formulaic funding request for additional funding in key programs.</p>

The table below outlines the annual **grant funding strategy** TPA will deploy on behalf of the City.

TASK	TIMELINE
Conduct Detailed Orientation	Contract Start

Craft Strategic Funding Plan	Contract Start/Annually
Identify, Research, and Monitor Grant Funding Opportunities	Ongoing
Grant Application Development and Submittal	Ongoing/As Needed
Establishment of Clear Accountabilities	Ongoing/As Needed
Provide Overview of Full Application Requirements	Ongoing/As Needed
Assemble Project Background and Details	Ongoing/As Needed
Coordinate Technical Project Details	Ongoing/As Needed
Draft Written Proposal	Ongoing/As Needed
Incorporate Feedback to Finalize Proposal	Ongoing/As Needed
Submit Completed Application	Ongoing/As Needed
Funding Advocacy	As Needed
Post-Grant Submittal Advocacy	As Needed
Post-Award Grant Administration and Compliance	As Needed
Post-Award Services—Above and Beyond Advocacy	As Needed
Comprehensive Follow-Up on Unsuccessful Applications	As Needed
Provide Progress Reports	Monthly/As Requested

The information below provides more in-depth details on TPA’s anticipated schedule and specific task timelines for the grant application process:

- TPA identifies grant opportunities based on priority projects provided by the City during onboarding sessions. TPA will provide monthly, or otherwise regular updates, to staff on upcoming and ongoing grant applications that have the potential to align with City projects. *(Ongoing throughout the term of the contract)*
- Once a grant application is identified, TPA will meet with the project staff to gather the initial project details and begin an application. As soon as an application is identified as a “go,” TPA will provide a comprehensive grant checklist detailing what is required for the application and any additional forms, logins, or completion items required from City staff. *(Typically, a 4-8 week process, flexible given deadline restrictions or staff capacity)*
- TPA will provide a comprehensive grant application draft well in advance of the grant submission deadline, with final edits and approval required from City staff. *(2-4 weeks in advance of grant deadline)*

- Once final approval is obtained from City staff, TPA will submit and upload all grant applications well in advance of the application deadline.
(Within 1 week of application deadline)
- TPA will conduct comprehensive grant follow-up between application submittal and grant award announcement and will provide status updates to City staff.
(Typically, a 3-8 month review period, flexible to each individual grant program)
- If a grant application is successful, TPA will ensure City staff is connected with the agency for follow-up grant award procedures. If unsuccessful, TPA will conduct comprehensive debrief sessions to best position the City for application resubmittal in future funding cycles.
(Ongoing comprehensive follow-up and post-grant award announcement)

OVERALL COSTS

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Writing & Management & Legislative Advocacy Services	\$12,500*
Grant Writing & Management	
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
State and Federal Legislative Advocacy	
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
<i>*The monthly fee includes all reasonable business and travel expenses.</i>	



OPTION II: GRANT WRITING & MANAGEMENT SERVICES:

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Writing & Management	\$5,000*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses.</i>	

OPTION III: STATE & FEDERAL LEGISLATIVE ADVOCACY SERVICES:

DESCRIPTION OF SERVICES	MONTHLY FEE
State & Federal Legislative Advocacy	\$7,500*
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
<i>*The monthly fee includes all reasonable business and travel expenses.</i>	



INVOLVEMENT OF CITY STAFF

TPA state and federal advocates and grant writers diligently work to build and leverage relevant relationships, coordinate with stakeholders, monitor and analyze legislation, implement quality control measures, and maintain consistent communications to identify and pursue all legislative and funding opportunities relevant to the City's interests. TPA will rely on City staff for specific timely engagement on legislative issues throughout the state and federal legislature processes, as well as to provide applicable technical project information for grant funding and legislative-directed spending opportunities. However, TPA will work to reduce the burden on City staff while implementing its state and federal legislative and funding agendas. This approach enables the TPA team to be an **extension** of City staff, ensuring that both TPA and the City continue to work together seamlessly to secure legislative and funding successes in the current political and funding environments in Sacramento and Washington, DC.

TPA's team of 18 state and federal legislative advocates and grant writers has the capacity to work collaboratively and diligently to pursue multiple opportunities on behalf of the City at any given time. As a firm comprised of both legislative advocates and grant writers, our uniquely comprehensive approach to advocacy ensures that no opportunity is missed, and the City is aware of any and all legislative and funding activity occurring at the state and federal levels. Through consistent communication and proactive engagement, TPA's team of advocates will be able to quickly respond to legislation, coordinate with City staff, and implement the appropriate advocacy strategies within the timeframes of the City, state, and federal governments.



CONFLICT OF INTEREST STATEMENT

TPA does not have any potential or existing conflicts of interest with the City of Antioch or any individual City Official or member of the City staff.



CITY'S CONSULTANT CONTRACT

TPA does not have any significant concerns regarding the City's standard design consultant contract and does not anticipate the need to negotiate/modify any sections.



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Cindy Gnos, Contract Planner
Raney Planning & Management, Inc.

REVIEWED BY: Kevin Scudero, Senior Planner *KS*

APPROVED BY: Kwame P. Reed, Assistant City Manager/Acting Community Development Director *KPR*

SUBJECT: Albers Ranch Project (GP-19-04, MDP-19-01)

RECOMMENDED ACTION

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

1. Adopt a resolution certifying the Albers Ranch Project EIR, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;
2. Adopt a resolution approving a General Plan Amendment to amend the City of Antioch General Plan (GP-19-04);
3. Introduce and waive the first reading of the ordinance rezoning the property to Hillside Planned Development (HPD); and
4. Adopt a resolution approving a Vesting Tentative Subdivision Map, Master Development Plan and a Resource Management Plan.

FISCAL IMPACT

The development of the Albers Ranch Project will be fully funded by the developer. The City will incur no costs in the development. The development of the project will generate revenue for the City through increased property taxes and the annexation into Community Facilities Districts for Police and Public Services.

DISCUSSION

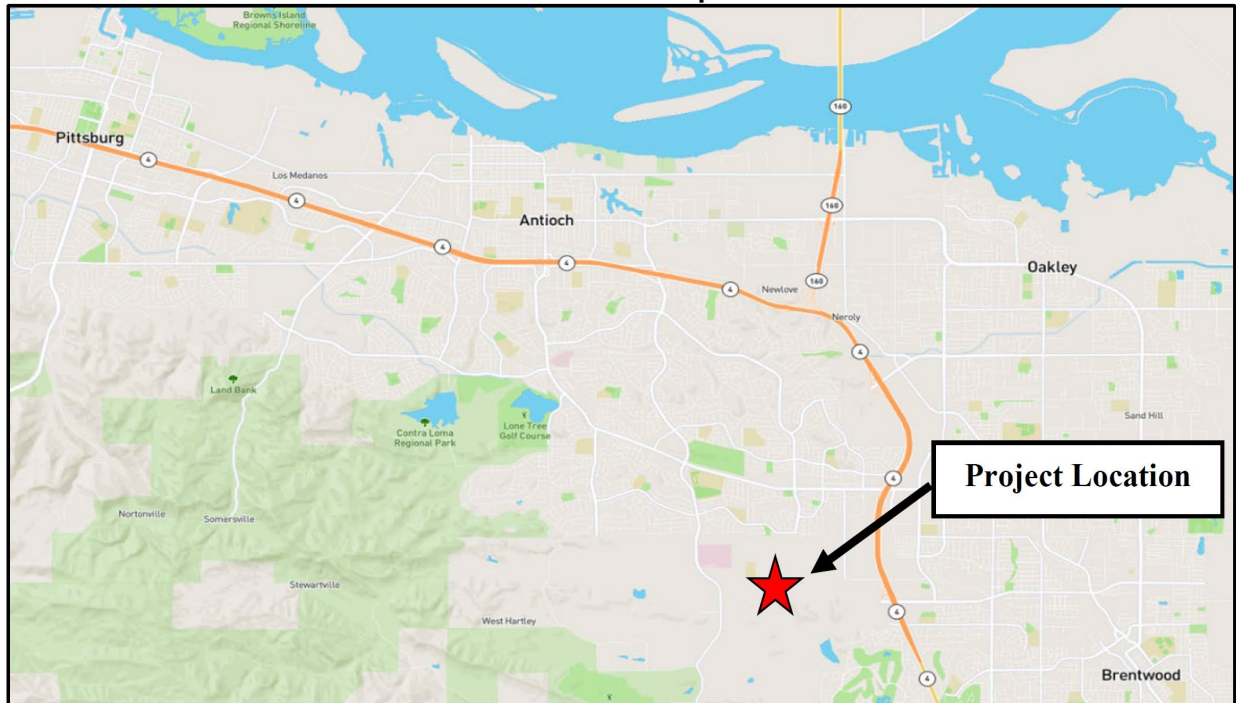
Project Overview/Requested Approvals

The applicant, Lucia Albers, is requesting approval of the proposed development of 294 single-family units, future development of an assisted living facility and neighborhood commercial uses and 49.1 acres of open space. Necessary entitlements from the City of Antioch include the following:

1. *Certification of the Albers Ranch Project Environmental Impact Report.* Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared to evaluate the potential impacts to the environment associated with implementation of the proposed project. Certification of the EIR includes adopting findings of fact, a statement of overriding considerations, and a mitigation monitoring and reporting program.
2. *General Plan Amendment.* The proposed project would require 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 Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential (MLDR)/Open Space and Commercial/Open Space. A text amendment to the Sand Creek Focus Area of the General Plan would also be required to add the Albers Ranch Sub-Area to the Sand Creek Focus Area.
3. *Master Development Plan/Rezone.* The proposed project would require a rezone from Study Zone (S) to Hillside Planned Development (HPD), subject to a Master Development Plan. The Master Development Plan and HPD would establish the development standards applicable to the project site.
4. *Vesting Tentative Subdivision Map.* The proposed project includes a Vesting Tentative Subdivision Map to subdivide the 96.5-acre project site into 294 single-family residential lots (31.2 acres), 13.2 acres of private roadway improvements, 3.0 acres for the assisted living facility and neighborhood commercial, and 49.1 acres for parks, open space, recreation, and water quality/detention purposes.
5. *Resource Management Plan.* Pursuant to Section 4.46.7(t) of the City of Antioch General Plan, the applicant has prepared the Resource Management Plan for City approval.

The 96.5-acre Albers Ranch Project (proposed project) site is located southeast of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch and is identified by Assessor's Parcel Numbers (APNs) 057-042-006 and 057-050-021. Surrounding existing uses include rural single-family residential development located west of the site, across Deer Valley Road, and vacant Contra Costa County Flood Control District (CCCFCD) property, Upper Sand Creek Basin, and vacant Antioch School District property to the north. The area south of the site is undeveloped, consisting of dry farmland outside the City's Sphere of Influence and Planning Area, within unincorporated Contra Costa County.

Location Map



Project Site Map



Environmental

An Environmental Impact Report (EIR) was prepared for this project in accordance with CEQA. A Notice of Preparation (NOP), as well as a detailed Initial Study, was prepared for the Draft EIR and was released for a 30-day review from October 15, 2021 to November 15, 2021. In addition, a public scoping meeting was held on October 28, 2021 to solicit public comments regarding the scope of the Draft EIR. During the NOP public review period, the City of Antioch received three comment letters, including Caltrans, CCCFCD, and the Native American Heritage Commission (NAHC). Verbal comments were not received at the public scoping meeting held on October 28, 2021.

The Draft EIR prepared for the proposed project analyzed the buildout and the final EIR addressed all concerns brought forth in the comment letters. Mitigation measures must be implemented as part of the proposed project to reduce potential adverse impacts to a less-than-significant level. The mitigation measures presented in the EIR form the basis of the Mitigation Monitoring and Reporting Program. Any impact that remains significant after implementation of mitigation measures is considered a significant and unavoidable impact. Significant and unavoidable impacts that would persist even with mitigation measures are described in detail in the project EIR related Air Quality and Greenhouse Gas Emissions and Transportation.

On July 7, 2023, a Notice of Availability (NOA) of the Draft EIR was posted to the City's website (<https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/>) and printed copies were made available for review at the City's Clerk Office (200 H Street).

On July 7, 2023, the Draft EIR was submitted to the State Clearinghouse for distribution to State agencies for a 45-day public review period from July 7, 2023 to August 21, 2023 (SCH# 2021100264). The City of Antioch received six comment letters during the public comment period on the Draft EIR for the proposed project.

A Final EIR, including response to comments, revisions to the Draft EIR, and the Mitigation Monitoring and Reporting Program was prepared and submitted to the State Clearinghouse for distribution to State agencies for a 10-day public review period from December 13, 2023 to December 26, 2023. The Final EIR was also posted on the City's website. The revisions to the Draft EIR include minor clarifications and amplifications of the analysis contained in the Draft EIR and do not constitute significant new information that, in accordance with CEQA Guidelines Section 15088.5, would trigger the need to recirculate portions or all of the Draft EIR.

Findings of fact and statement of overriding considerations for the EIR have been prepared for the City's certification of the EIR (see Exhibit A to Attachment A). The statement of overriding considerations is required due to significant and unavoidable impacts that persist even with the implementation of mitigation measures and where there are no feasible alternatives.

Copies of the Albers Ranch Project EIR were made available for review Monday through Friday, at the City of Antioch Community Development Department, between the hours

of 8:00 AM and 5:00 PM. The EIR was also available online at: <https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/>.

Background

The project site is within the 2,700-acre Sand Creek Focus Area formerly known as FUA-1 located in the southern portion of the City of Antioch. The Sand Creek Focus Area of the General Plan contains lands designated by the Antioch General Plan for open space, residential, commercial, and mixed-use development. Per the City's General Plan, the majority of the site is designated Hillside, Estate and Executive Residential/Open Space, while the western portion of the site, alongside Deer Valley Road, is designated Commercial/Open Space. The project site is zoned S allowing for uses that have otherwise been allowed under the previous county zoning designations. The S zone is an interim zone which the City's General Plan directs be updated or revised either by one or more specific plans or master development plans when a site within the Sand Creek Focus Area is proposed for development. The City Council adopted an Alternate Planning Process for the Sand Creek Focus Area, which requires the submittal of a rezone to Planned Development, including submittal of a Master Development Plan.

The majority of the surrounding area has been approved for residential development. Within the City of Antioch, the area to the north of the site is approved for development with the Aviano Project, the area to the northeast of the site is approved for development with the Promenade/Vineyards at Sand Creek Project, and the area to the east is approved for development for the Creekside/Vineyards at Sand Creek Project. Surrounding existing uses include rural single-family residential development located west of the site, across Deer Valley Road, and vacant CCCFCD property, Upper Sand Creek Basin, and Antioch School District to the north. The area south of the site is undeveloped, consisting of dry farmland outside the City's Sphere of Influence and Planning Area, within unincorporated Contra Costa County.

On September 6, 2017 and on January 9, 2018, a Preliminary Development Plan (PDP) for the Albers Ranch Project was presented to the Antioch Planning Commission and City Council, respectively. 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 Final Development Plan and Tentative Map Submittal.

The project submitted as a part of the PDP included 301 residential units, 4-acre assisted living facility, a 3-acre park and water quality facility, 45 acres of open space, and 10.9 acres of roadway improvements. The entire project was proposed as a gated, age-restricted senior housing community. The proposed average of the residential development was approximately 1.0 to 2.0 units per net acre dependent on sub-designation. The Planning Commission generally supported the proposed redesignation to MLDR, but did have concerns with hillside development and the increased density from what was originally anticipated. The City Council supported the proposed senior community and the assisted living facility.

ANALYSIS

The proposed project would include the development of 294 non-age restricted single-family units, future development of an assisted living facility and neighborhood commercial development upon issuance of a future Conditional Use Permit (CUP). Development of the single-family residential subdivision, assisted living facility, and neighborhood commercial land uses, including proposed roadways, would total approximately 47.4 acres. The remaining 49.1 acres of the site would be retained as open space.

The project would require City approval of the following: General Plan Amendment, Master Development Plan/Rezone, Vesting Tentative Subdivision Map, and Resource Management Plan. The details of the proposed project, including required approvals, are described in further detail below.

Proposed General Plan Amendments

The proposed project would require approval of a General Plan map amendment to the Sand Creek Focus Area of the General Plan to change the land use designations of the site from Hillside, Estate and Executive Residential/Open and Commercial Space to MLDR/Open Space and Commercial/Open Space (Attachment B, Exhibit A). A text amendment to the Sand Creek Focus Area of the General Plan would also be required to add the Albers Ranch Sub-Area to the Sand Creek Focus Area (Attachment B, Exhibit B).

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)(p9) 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 minimum lots ranging from 3,600 square feet (45' x 80') to 4,500 square feet (50' x 90') and is not restricting the development to senior housing. Therefore, the proposed project would require a General Plan Amendment to change the portion of the site designated as Hillside, Estate and Executive Residential/Open Space to MLDR/Open Space. 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 northeast. The western portion of the site; designated Commercial/Open Space, will retain the existing designations.

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 3.8 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 on-site constraints such as physical or environmental, available infrastructure, and other factors.

The requested General Plan map amendment is consistent with those for the Creekside/Vineyards at Sand Creek project to the east and the approved Promenade/Vineyards at Sand Creek Project to the northeast.

The proposed General Plan text amendment would add the Albers Ranch Sub-Area to the Sand Creek Focus Area, which would establish the purpose and future policy direction for the 96.5-acre Albers Ranch Sub-Area.

Proposed Rezone/Master Development Plan

The proposed project would require approval of a rezone to change the current zoning designation of the site from S to HPD, subject to a Master Development Plan. Pursuant to Section 9-5.2401 of the Antioch Municipal Code, the HPD District is required for hillside areas that either: a predominant portion of the area has slopes in excess of 10 percent; a significant area of slopes of 25 percent or greater are located in the area; or a significant ridgeline, hilltop, or exposed slope is located in the area. The HPD is intended to promote a more harmonious visual and functional relationship between the natural and built environments. In addition, the HPD District shall generally be reserved for residential uses; however, other uses may be permitted in accordance with the General Plan or any approved Specific Plan and provided such uses are shown on the approved final development plan for that district. Furthermore, a use permit shall be required prior to the construction of any phase of an approved HPD District and shall follow the same review and approval procedure as outlined for Planned Development (P-D) Districts.

The Master Development Plan and HPD District would establish the development standards applicable to the project site, including setbacks, lot sizes, and building heights for the single-family residential subdivision. The future assisted living facility and neighborhood commercial land uses would be required to comply with the Citywide Zoning Ordinance and would be determined through the future CUP.

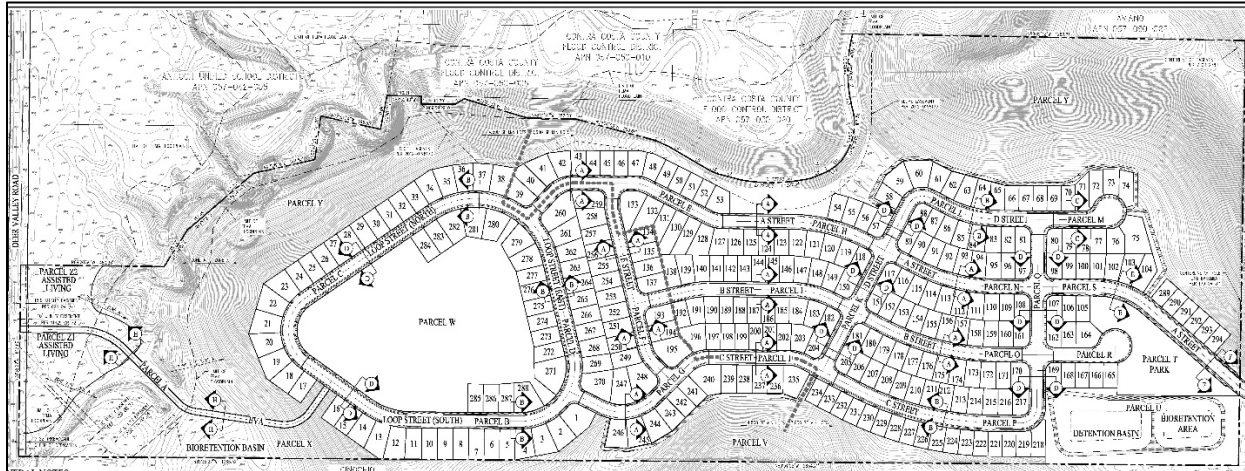
The proposed single-family residential uses would represent a continuation of other planned development in the project vicinity. The average density of the proposed residential development would be approximately 3.8 dwelling units per acre. Thus, the neighborhood design, lot size, density, and house designs included in the proposed project would be anticipated to stay similar to the surrounding developments. The proposed Development Standards are included in the draft ordinance (see Attachment C, Exhibit A). A mix of residential floor plans with different architectural styles would be constructed, on lots ranging from approximately 3,600 square feet (45' x 80') to 4,500 square feet (50' x 90'). The proposed residential units would consist of either non-age-restricted units, senior/active adult units, or a combination of both. The proposed home designs would be subject to a future design review approval.

Vesting Tentative Subdivision Map

The proposed project would include a Vesting Tentative Subdivision Map to subdivide the project site into 294 single-family lots. Of the 96.5-acre site, only 79.9 acres are

considered developable due to site constraints (e.g., slopes greater than 25 percent), three acres of which are proposed for future development of an assisted living facility and neighborhood commercial land uses. Approximately 31.2 acres are proposed for development of single-family residential lots, 13.2 acres would be developed with private streets, and 49.1 acres would be used for parks, open space, recreation, and water quality/detention purposes.

Vesting Tentative Map



The areas to remain open space would include the hillside within the northeastern portion of the site, the hillside along the center of the southern site boundary, the upper reaches of the existing knoll within the western portion of the site, and a setback between the future development parcels along Deer Valley Road and the proposed homes associated with Sand Creek.

Access and Circulation

The area to the east of the site is planned for future development with the Creekside/Vineyards at Sand Creek Project, which would include extension of a new roadway, Hillcrest Avenue, to the eastern site boundary. Primary access to the proposed project would be provided by a new on-site roadway connecting to the planned Hillcrest Avenue extension east of the site. The connection to Hillcrest Avenue is contingent upon construction of the Creekside/Vineyards at Sand Creek Project. In the event that the Creekside/Vineyards at Sand Creek Project is not constructed, access to the proposed project may be provided by an alternate roadway connecting the northern portion of the project site to the future Sand Creek Road included as an Irrevocable Offer of Dedication (IOD) as part of the Aviano Project. If the developer desires the optional roadway for development, the developer would need to acquire a portion of the right-of-way from the CCCFCD in order to construct the optional road. The sale of right-of-way is at the CCCFCD discretion. An emergency vehicle access (EVA) only roadway would provide secondary access from Deer Valley Road to the western portion of the project site. Within the project site, all proposed internal streets would be private and would be consistent with applicable City of Antioch design standards. Parking would be allowed on both sides

of the internal roadways, providing for a total of 362 spaces. In addition, two covered garage parking spaces would be provided within each residential unit, providing a total of 588 spaces.

Parks, Trails, Open Space, Landscaping, and Fencing

As part of the proposed project, a total of 41.9 acres would be reserved for parks and recreational facilities and retained as open space.

Parcel T, located in the southeastern portion of the project site, would include a 1.5-acre park to provide recreational services to the project site. Parcel X, located south of the EVA, would be retained as open space, with a portion of the parcel to be used for water quality/bioretenion purposes. Parcels V, W, and Y would be preserved as open space and would include trails accessible to future residents. Parcel V would be located on the southern border of the project site and would include an open space/maintenance trail. Parcel W is located on the western knoll of the project site surrounded by proposed residential lots and would include an overlook access trail. Parcel Y would be located along the northern portion of the project site and would also include an open space/maintenance trail.

The proposed project would include community trails between lots throughout the project site to provide access to the designated open space/trails in Parcels V, W, and Y. Two community trails, located north of Parcel V, would provide residential access to the designated open space/maintenance trail in Parcel V. Additionally, two community trails, east of Parcel W, would provide residential access to the overlook access trail in Parcel W.

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. Individual residences would also be landscaped with trees, shrubs, groundcover and some lawns, and would be maintained by the individual owners. Public spaces, open spaces, and private landscaping areas would have an emphasis on drought-tolerant and adaptive plant species. The proposed landscaping for the project would be subject to a future Design Review application that would be reviewed by the Planning Commission.

Utilities

Water supply for the proposed development would be provided by the City. Potable water would be distributed to the project site by an existing 12-inch Zone III trunk line in the future Hillcrest Avenue. The water line would continue south to I Street planned by the Creekside/Vineyards at Sand Creek Project, then head west to the proposed project boundary. The internal private streets within the proposed project would include water lines that would connect to the water line from the Creekside/Vineyards at Sand Creek Project. In addition, a water line would be undergrounded below the proposed EVA road in the western portion of the site and follow Deer Valley Road north to connect to the City's existing water system.

Wastewater conveyance for the proposed development would be provided by the City. The proposed project would include construction of sanitary sewer lines beneath the proposed private streets that would connect to I Street in the Creekside/Vineyards at Sand Creek Project. The Creekside/Vineyards at Sand Creek Project includes a main sewer line that would eventually connect to a planned sewer line in Sand Creek Road. In the event that the Creekside/Vineyards at Sand Creek Project is not constructed, the main sewer line would be constructed by the proposed project.

The project site naturally drains to the east. The proposed project would include construction of a series of drain inlets and underground storm drainpipes to capture stormwater runoff from impervious surfaces created by the project. Runoff would be routed to a detention basin and bio-retention basin located within the southeastern portion of the project site (Parcel U). The basin would provide for treatment and detention of captured stormwater runoff.

The stormwater flows would be metered from the basin to match pre-development rates. A discharge line would be constructed into I Street of the Creekside/Vineyards at Sand Creek Project. The proposed project would not conflict with the existing utility easements located along the site's western boundary or southwestern portion of the site.

Resource Management Plan

The Resource Management Element of the City of Antioch's General Plan requires the preparation of a "Resource Management Plan" for the proposed project. The purpose of the Resource Management Plan is to (1) determine the significance of the resources found on-site 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 on-site resources and their relationship to resources in the surrounding area; and (3) identify mechanisms to protect and manage open spaces.

The Resource Management Plan prepared for the proposed project complies 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 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, and mimics the environmental mitigation measures identified in the EIR for the Albers Ranch Project (see Attachment D, Exhibit B).

PLANNING COMMISSION ACTION

On November 20, 2024, the Antioch Planning Commission held a public hearing regarding the proposed project. Upon close of the public hearing, the Antioch Planning Commission recommended City Council approval of all the requested entitlements.

At the close of the meeting, Planning Commission voted to approve the following resolutions:

1. Recommending City Council certification of the Albers Ranch Project EIR, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program; and
2. Recommending City Council approval of a General Plan Amendment to amend the City of Antioch General Plan (GP-19-04); and
3. Recommending City Council approval of an ordinance rezoning the property to HPD and adopting the Master Development Plan (MDP-19-01); and
4. Recommending City Council approval of a Vesting Tentative Subdivision Map and a Resource Management Plan.

During the Planning Commission meeting held on November 20, 2024, the Planning Commission asked City staff questions ranging from the need for the proposed emergency vehicle access versus a full access with the addition of bicycle and pedestrian access, and the need for assisted living housing in the City. The applicant questioned several of the conditions of approval. Four members of the public spoke and provided comments of support for the proposed project. Specifically, supporting the job growth opportunity for the construction of the project and the support of assisted living. One commenter identified the need for native landscaping to be incorporated into the project design. After discussion, the Antioch Planning Commission unanimously voted for the City Council to approve all requested entitlements. A copy the Planning Commission meeting minutes are included as Attachment E to the staff report.

CONCLUSION

As presented in this staff report, the proposed Albers Ranch Project Environmental Impact Report, General Plan Amendment, Master Development Plan/Rezone, Vesting Tentative Subdivision Map, and Resource Management Plan are consistent with City standards and guidelines. Therefore, the Planning Commission recommends that the City Council take the following actions:

1. Adopt Resolution No. 2025-**, thereby certifying the Albers Ranch Project EIR, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program; and
2. Adopt Resolution No.2025-**, thereby approving a General Plan Amendment to amend the City of Antioch General Plan (GP-19-04); and
3. Introducing and waiving the first reading of the ordinance rezoning the property to HPD and adopting the Master Development Plan (MDP-19-01); and
4. Adopt Resolution No.2025-**, thereby approving a Vesting Tentative Subdivision Map and a Resource Management Plan.

ATTACHMENTS

A. Albers Ranch Environmental Impact Report City Council Resolution No. 2025-**

Exhibit A Mitigation Monitoring and Reporting Program

The Final EIR is available for public review on the City's website at:
<https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/>

B. General Plan Amendment City Council Resolution No. 2025-**

Exhibit A Proposed General Plan Land Use Map

Exhibit B Proposed General Plan Text Amendment

C. Hillside Planned Development Rezone Ordinance

Exhibit A Rezone Legal Description

D. Vesting Tentative Subdivision Map, Master Development Plan, and Resource Management Plan City Council Resolution No. 2025-**

Exhibit A Vesting Tentative Subdivision Map

Exhibit B Resource Management Plan

Exhibit C Draft Conditions of Approval

E. November 20, 2024 Planning Commission Minutes

ATTACHMENT “A”

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE ALBERS RANCH 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 Lucia Albers (“Applicant”) seeking City approval of the following: a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; and Resource Management Plan for the development of a 294-unit single-family residential community, as well as recreational amenities and associated improvements on approximately 47.4 acres of the 96.5-acre project site, which is known as the Albers Ranch Project (“Project”);

WHEREAS, the project site consists of a 96.5-acre site 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 is further east of the site. The site is identified by Assessor’s Parcel Numbers (APNs) 057-042-006 and 057-050-021. Sand Creek is located along the northern border of the site, and State Route (SR) 4 is located approximately 1.44 miles east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

WHEREAS, the Project consists of the development of 294 single-family homes and associated improvements on approximately 47.4 acres of the 96.5-acre project site, as well as future development of an assisted living facility and neighborhood commercial development. The Project improvements would include, but would not be limited to, parks, trails, landscaping, circulation improvements, and utility installation. The remainder of the site 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. 2021100264;

WHEREAS, a Draft Environmental Impact Report (“Draft EIR”) was released for a 45-day public and agency review on July 7, 2023. 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 October 15, 2021, 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 November 15, 2021. The City held a public scoping meeting for the Draft EIR on October 28, 2021, 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. Comments from the public were not received at the scoping meeting.

The City received three 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 7, 2023, 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 six comment letters, three from State agencies and three others from private groups.

The Final EIR was completed and available to commenting public agencies on or before December 13, 2023.

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 significant new information has not been added to the Final EIR since public notice was given of the availability of the Draft EIR. New or substantial changes to the Draft EIR were not 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. It should be noted that comments made on the Draft EIR by the California Department of Fish and Wildlife included a Draft Mitigation Monitoring and Reporting Program. Please see Chapter 2, Responses to Comments, of the Final EIR for discussion of why such recommended mitigation measures are not included in the Mitigation Monitoring and Reporting Program of the Final EIR.

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 Greenhouse Gas 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 28.6 percent NO_x reduction compared to the year 2024 California Air Resources Board (CARB) fleet average. The 28.6 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 graders, scrapers, and rubber-tired dozers to be engine Tier 4.

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 five minutes or less in accordance with the In-Use Off-Road Diesel Vehicle Regulation as required by CARB. Clear signage regarding idling restrictions shall be placed at the entrances to the construction site.

Portable equipment over 50 horsepower must have either a valid BAAQMD 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 require strategies which would reduce construction-related NO_x emissions sufficiently 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 Measure: 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 Measure 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.

Impact 4.2-2 Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

Mitigation Measure: The following mitigation measure has been adopted to address this impact:

4.2-2 *The following requirements shall be noted on project improvement plans, subject to review and approval by the City of Antioch Community Development Department.*

- *City-standard ADA ramps shall be provided at all internal roadway intersections;*
- *Pedestrian paths shall be identified and marked crosswalks shall be installed at key uncontrolled pedestrian crossing locations, such as trail crossings and park connections;*
- *The project shall install all-way stop control and high visibility pedestrian crosswalks at the intersection of A Street and C Street;*
- *City standard sidewalks shall be installed on A Street connecting the project site to Hillcrest Avenue; and*
- *Bicycle parking shall be provided in accordance with Section 9-5.1707 of the City of Antioch Municipal Code for the retail and assisted living portions of the proposed project.*

Finding: Implementation of Mitigation Measure 4.2-2 would reduce conflicts with applicable plans, ordinances, or policies addressing the circulation system, specifically bicycle and pedestrian facilities, to a less-than-significant level by requiring City-standard Americans with Disabilities Act (ADA) ramps, pedestrian paths and high visibility crosswalks, sidewalks, and bicycle parking to be developed on-site.

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 During the spring/summer prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project applicant shall retain a qualified biologist to conduct focused botanical surveys during the blooming period for Contra Costa goldfields, alkali milk-vetch, heartscale, brittlescale, lesser saltscare, dwarf downingia, Jepson's coyote-thistle, shining navarretia, bearded popcornflower, California alkali grass, long-styled sand spurrey, San Joaquin spearscale, 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. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities.

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.

Swainson's Hawk

- IV-2(a)** *Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a Swainson's hawk is observed on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.*
- IV-2(b)** *Prior to any project-related ground disturbance that occurs during the nesting season (March 15th to September 15th) within a half-mile of a potential nest tree, a qualified biologist shall conduct preconstruction surveys within the construction zones and adjacent lands to identify any nesting pairs of Swainson's hawks no more than seven days prior to the onset of ground disturbance. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities. Preconstruction surveys are not required for construction activities located farther than a half-mile from a potential nest tree. 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 active nests are not found during preconstruction surveys, further mitigation is not necessary. If any active nests are discovered in or near proposed construction zones, the qualified biologist shall establish a suitable construction-free buffer around the active nest site. The buffer shall be identified on the ground with flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged.

As an alternative to completion of this mitigation measure, 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.*

Golden Eagle

IV-3(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a golden eagle is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

IV-3(b) No more than seven days prior to initiation of ground-disturbing activities or tree removal, preconstruction surveys shall be conducted concurrently with the preconstruction surveys for Swainson's hawk nests as required by Mitigation Measure IV-2(b) above. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities. The preconstruction surveys shall include a survey radius of one mile surrounding the

project's development footprint. However, adjacent parcels under different land ownership within the one-mile survey area shall only be surveyed on foot if access to such areas are granted by the landowners of the parcels. If access is not granted, the qualified biologist shall survey trees on adjacent parcels from the closest boundary of the project site. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.

If no active nesting golden eagles are identified during survey(s), project construction may commence without further regard for protection of nesting eagles. If active nesting golden eagles are identified during the preconstruction surveys within a half-mile of the site and within the line of sight from disturbance to the nest site, biological monitors shall monitor the nest in order to establish baseline behavioral data. Based on the baseline behavioral data and location of the nest (i.e., whether the nest is remote or in/close to town, and whether existing disturbances are present), a construction-free buffer shall be established. The construction-free buffer shall be a minimum of 800 feet and can be increased based on the biological monitor's observations of the behavior at the nest. Project-related disturbance shall not be allowed within any established buffer until the biologist has determined that the young have fledged.

Burrowing Owl

IV-4(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a burrowing owl is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

IV-4(b) Prior to initiation of ground-disturbing activities, a preconstruction survey for burrowing owls shall be conducted. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities. The CDFG's Staff Report on Burrowing Owl Mitigation (CDFG 2012) states that take avoidance (preconstruction) surveys shall be conducted within 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. Surveys shall ensure 100 percent visual coverage. The results of the survey shall be submitted to the City of Antioch Community Development Department.

If burrowing owls or fresh sign of burrowing owls are not observed during preconstruction surveys, further mitigation is not required and construction may proceed. If burrowing owls or their recent sign are detected on the site, occupied burrows shall be identified by the monitoring biologist and a construction-free buffer (up to 250 feet) shall be established and maintained until a qualified biologist has determined the burrowing owl has abandoned the burrow.

Nesting Migratory Birds, Including Nesting Raptors and Protected Birds

IV-5(a) *Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if an active bird nest is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.*

IV-5(b) *Prior to commencement of ground-disturbing activities or tree removal during the breeding season (typically between February 1st and August 31st), the project applicant shall retain a qualified biologist to conduct preconstruction migratory bird and raptor nesting surveys no more than seven days prior to the onset of ground disturbance. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities. The nesting migratory bird surveys shall cover the project site and the raptor nesting surveys shall encompass the site and lands within 250 feet of the site, where accessible. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If nesting migratory birds or raptors are not identified during the surveys, further mitigation is not required.*

If nesting migratory birds or raptors are identified during the surveys, an appropriate construction-free buffer shall be established. Active nest sites and protective buffer zones shall be designated as

“ecologically sensitive areas” where project-related activities are not allowed and personnel may not enter (while occupied or in use for the season in the case of multi-clutch bearing species) during the course of nesting bird season with the establishment of a fence barrier or flagging surrounding the nest site. The qualified biologist shall determine the necessary buffer, if any, to protect nesting birds based on existing site conditions, such as construction activity, topography, and line of sight, and will increase buffers as needed to provide sufficient protection of nesting birds and their natural behaviors.

A qualified biologist shall observe any identified active nests prior to the start of any project-related activities to establish a behavioral baseline of the adults and any nestlings. Once project activities commence, all active nests shall either be monitored daily or continuously by a qualified biologist until the biological monitor is confident the established buffer is at an effective distance from the nest, to detect any signs of disturbance and behavioral changes as a result of the project. In addition to direct impacts, such as nest destruction, nesting birds might be affected by noise, vibration, odors and movement of workers or equipment. If signs of disturbance and behavioral changes are observed, the qualified biologist shall halt project activities causing that change until the nestlings have fledged, and the nest is determined to be inactive.

Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp

IV-6(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a listed shrimp is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

IV-6(b) No more than seven days prior to initiation of ground-disturbing activities, a protocol-level survey shall be conducted to assess the presence or absence of listed fairy shrimp within the project site. Surveys shall occur in a year wet enough to fill ephemeral wetlands for the USFWS to accept the results of the surveys. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing

construction activities. Should the surveys confirm absence of listed fairy shrimp, no further action will be necessary.

Should the surveys identify listed fairy shrimp, to mitigate for permanent impacts to shrimp habitat, the project applicant shall preserve occupied and potentially occupied habitat at a minimum 2:1 ratio (preserved:impacted) and create additional habitat at a minimum 2:1 ratio (created:impacted). Preservation or created habitat shall be via the purchase of mitigation land in fee title or via recordation of a conservation easement over the mitigation land 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 preserved or created habitat shall be established at least a year prior to on-site impacts to vernal pool fairy shrimp or vernal pool tadpole shrimp habitat in order to monitor the new habitat's effectiveness, including a comparison to the existing on-site habitat with regards to appropriate hydrology for shrimp. Once the determination has been made that the created habitat supports the appropriate hydrology, the top four inches of topsoil of the on-site habitat planned to be impacted can be transferred to the mitigation site in the same day. Removal and placement of this topsoil shall be done in a systematic fashion that will avoid compaction of the soil.

Prior to the start of construction, the project applicant shall prepare and submit to the City of Antioch a Habitat Mitigation and Management Plan (HMMP), which shall outline the requirements for managing preserved areas and created areas for five years, as well as success criteria for the created habitat. The HMMP will follow the guidelines for mitigation and monitoring of vernal pools issued by the USFWS (1994). The project applicant shall also establish an endowment fund, or other funding mechanism to provide for the long-term management, maintenance, and monitoring of the mitigation site.

In lieu of the above, prior to construction, the project applicant may purchase credits at a 1:1 ratio from an approved mitigation bank.

The project applicant may satisfy the requirements of this mitigation measure by providing the City of Antioch Community Development Department 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 this mitigation measure, 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.*

If breeding habitat is planned to be removed, in addition to evaluating the potential of the project to affect listed fairy shrimp under CEQA, the applicant would need to comply with provisions of the federal Endangered Species Act and would need to seek take authorization from the USFWS for project-related losses as required by law. To obtain a take permit, consultation with the USFWS would need to be initiated either through a federal nexus (i.e., Section 7 consultation, usually through the USACE or the Bureau of Land Management) or through the HCP process (i.e., Section 10 consultation).

California Tiger Salamander

IV-7(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if California tiger salamander is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

IV-7(b) No more than seven days prior to initiation of ground-disturbing activities, a qualified biologist shall conduct a preconstruction survey of the seasonal wetlands in the eastern portion of the project site during the rainy season in order to determine whether they could be classified as breeding habitat for the California tiger salamander. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If breeding habitat is not identified, further

mitigation is not necessary. If the seasonal wetland is determined to be breeding habitat and cannot be avoided, the project applicant shall compensate for the loss of upland habitat at a minimum of a 3:1 impacts to replacement ratio. Mitigation land shall be permanently protected land within the Central California Distinct Population Segment (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 applicant may purchase California tiger salamander credits at a 1:1 ratio from an approved mitigation bank.

In addition, if breeding habitat is planned to be removed, the applicant shall comply with the provisions of the federal Endangered Species Act and shall obtain take authorization from the USFWS for project-related losses of the California tiger salamander habitat, as required by law. To obtain a take permit, consultation with the USFWS would need to be initiated either through a federal nexus (Section 7 consultation, usually through the U.S. Army Corps of Engineers (USACE) or the Bureau of Land Management. Proof of compliance shall be submitted to the City of Antioch Community Development Department.

As an alternative to completion of this mitigation measure, 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 Red-Legged Frog

- IV-8(a) Prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project applicant shall require all construction workers to attend tailgate training that includes a description of California red-legged frog and its habitat and measures to be implemented to protect the frog and minimize take if the frog is observed on or near the construction zone. A sign-in sheet*

shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

- IV-8(b) Within 48 hours prior to the initiation of ground-disturbing activities, a qualified biologist shall conduct preconstruction surveys for the presence of California red-legged frog individuals and habitat features within the project site and nearby vicinity, including a 500-foot radius surrounding the project site (to the extent that such areas are accessible). Habitat features include both aquatic habitat, such as plunge pools and ponds, and terrestrial habitat, such as burrows. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities.*

The results of the habitat feature assessment shall be submitted to the City prior to starting project activities. Habitat features shall be flagged for avoidance to the extent feasible. If California red-legged frog are not encountered during the preconstruction surveys, further mitigation is not required. If California red-legged frogs are encountered during the assessment, the qualified biologist shall recommend, and the project shall implement, measures to avoid or minimize impacts to individual frogs, such as allowing frogs to move out of the area on their own volition or relocating the frogs. Following preconstruction surveys, work areas adjacent to Sand Creek and the unnamed tributary shall be enclosed with wildlife exclusion fencing with one-way escape doors prior to the commencement of initial ground disturbing activities. If a California red-legged frog is encountered during project construction, all work shall cease until the frog has moved out of harm's way on its own volition or been relocated out of harm's way by a qualified biologist. A qualified biologist shall be on-site during particular times of construction to ensure California red-legged frog are not harmed, injured, or killed during project buildout.

Upland habitats shall be managed via a long-term management plan to maintain the quality of the habitat for the movement and dispersal of California red-legged frog. Potential opportunities include, but are not limited to, enhancement of the channels and riparian corridor (e.g., formation of plunge pools), which would maximize opportunities to disperse from the ponds to even higher-quality habitat off-site.

In addition, if breeding habitat is planned to be removed, the applicant shall comply with the provisions of the federal Endangered Species Act and shall obtain take authorization from the USFWS for project-related losses, as required by law. To obtain a take permit, consultation with the USFWS would need to be initiated either through a federal nexus (Section 7 consultation, usually through the U.S. Army Corps of Engineers (USACE) or the Bureau of Land Management). Proof of compliance shall be submitted to the City of Antioch Community Development Department.

As an alternative to completion of this mitigation measure, 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.*

Western Pond Turtle

IV-9(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if western pond turtle is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

IV-9(b) Implement Mitigation Measures IV-8(b) for potential western pond turtle nesting habitat. If nesting habitat is identified, in order to exclude any female western pond turtle from laying eggs within a development phase of the project, exclusion fencing shall be placed prior to the egg-laying season (March through August). Exclusion fencing shall be designed to encompass each development phase and maintained regularly until construction activities have been completed. Alternatively, the development footprint can be excluded from western pond turtle use by installing wildlife exclusion fencing prior to the turtle nesting season to prevent turtles from laying eggs on the project site and protect the nesting turtles and their hatchlings

from impacts. If western pond turtle are observed on-site prior to or during construction, they shall be allowed to leave the site on their own. If a western pond turtle is unable to independently move out of harm's way, a qualified biologist shall relocate the species out of harm's way to habitat similar to where it was found. If a western pond turtle nest is observed, a 50-foot construction-free buffer around the nest site shall be established and maintained until a qualified biologist determines the nest is no longer active.

American Badgers

IV-10(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if an American badger is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

IV-10(b) The project applicant shall retain a qualified biologist to conduct a preconstruction survey to determine the presence or absence of badgers no more than seven days prior to initiation of ground-disturbing activities. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities. If badgers are not identified, further mitigation is not required. If an active badger den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction-free buffer of up to 300 feet around the badger den. Once the biologist has determined that the badger has vacated the burrow, the burrow can be collapsed or excavated, and ground disturbance can proceed. Should the burrow be determined to be a natal or reproductive den, and because badgers are known to use multiple burrows in a breeding burrow complex, a biological monitor shall be present on-site during construction activities in the vicinity of the burrows to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the badger young are of an independent age and construction activities would not harm individual badgers. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.

San Joaquin Kit Fox

IV-11(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a kit fox is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.

IV-11(b) A qualified biologist shall conduct preconstruction surveys no more than seven days prior to site grading to determine the presence or absence of kit fox. Should project construction be delayed or paused for more than 15 days, additional preconstruction surveys shall be conducted prior to recommencing construction activities. If kit fox is not identified during the surveys, further mitigation is not required. If an active kit fox den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction free buffer of up to 300 feet around the San Joaquin kit fox den. Once the biologist has determined that the San Joaquin kit fox has vacated the den, the den can be collapsed or excavated, and ground disturbance can proceed. Should the den be determined to be a natal or reproductive den, a biological monitor shall be present on-site during construction activities in the vicinity of the dens to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the young are of an independent age and construction activities would not harm individual San Joaquin kit fox. 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-11 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-12(a) Prior to the initiation of ground-disturbing activities, the project applicant shall submit a formal wetland delineation to the USACE for verification to determine the extent of all hydrological features, their jurisdictional status, and the extent of any impacts of the currently proposed project. A summary of the wetland delineation shall be submitted to the City of Antioch Community Development Department.

IV-12(b) 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 Clean Water Act (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 applicant may create, preserve, and manage new seasonal wetlands on or off of the project site that is of equal or greater quality to the habitats being impacted at a minimum 1:1 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 of Antioch Community Development Department 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 applicant 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 applicant shall provide the City of Antioch Community Development Department 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-12(c) Impacts to riparian habitat within CDFW's Section 1602 jurisdictional areas that would occur during construction 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:impacts) ratio. Replacement trees and shrubs shall be a minimum of one gallon size trees/shrub replacements.

In addition, the project applicant will implement appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek and the creek's tributaries. The measures shall include the installation of wildlife-friendly hay wattles and/or silt fence that will prevent unintended de minimus fill impacts during construction activities associated with Sand Creek. 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 applicant shall satisfy this mitigation by providing the City of Antioch Community Development Department with a fully executed copy of a Streambed Alteration Agreement (SBAA) with the CDFW that includes these, or other functionally equivalent, BMPs, prior to any construction activities associated with Sand Creek. The project applicant shall implement the conditions of the executed SBAA.

Finding: Implementation of Mitigation Measures IV-12(a) through IV-12(c) would reduce potential impacts to riparian habitat or protected wetlands to a less-than-significant level by requiring submittal of a formal wetland delineation to USACE, a Section 404 permit from USACE, planting California native trees and/or shrubs within the Sand Creek buffer area with a 3:1 ratio, and the implementation of appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek and the creek's tributaries.

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-13 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 of Antioch Community Development Department.

Finding: Implementation of Mitigation Measure IV-13 would reduce impacts related to conflicting with a tree preservation policy to a less-than-significant level by ensuring that all trees that are removed due to project buildout would be replaced appropriately.

Impact V-a: Would the project cause substantial adverse change in the significant of a historical resource pursuant to Section 15064.5?

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 *In the event that a cultural resource is inadvertently discovered during project activities, work shall be halted within 100 feet (30 meters) of the find and a qualified archaeologist (36 CFR Part 61) notified immediately so that an assessment of potential significance can be undertaken in accordance with City of Antioch General Plan Policy 10.9.2.d (2003). Construction activities may continue in other areas, but shall not resume in the area of the find until the City of Antioch Community Development Department provides written permission.*

If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted and would be discussed in consultation with the City of Antioch Community Development Department, any invested tribes, and other relevant regulatory agencies, as appropriate.

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.

Finding: Implementation of Mitigation Measures V-1 and V-2 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 All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the City of Antioch Building Division prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the Preliminary Geotechnical Exploration prepared for the proposed project are properly incorporated and utilized in the project design.

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 the Preliminary Geotechnical Exploration prepared for the proposed project, the design-level geotechnical exploration study shall include additional soil borings, test pits, laboratory testing, chemical testing for corrosivity, geologic mapping and fault trenching/evaluation.

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 all geotechnical recommendations specified in the project-specific Preliminary Geotechnical Exploration to be properly incorporated and utilized in project design and by requiring 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.

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 measures have been adopted to address this impact:

VII-4 Prior to the initiation of ground-disturbing activities, a qualified paleontologist shall be retained to administer Worker Environmental Awareness Program (WEAP) training to construction personnel so that a basic understanding of local geology and the paleontological sensitivity of the project area will be acquired by those involved in earth-moving activities. The training shall include information on the types of fossils that may be encountered during project work, relevant compliance requirements, and the course of action to be taken in the event of an inadvertent fossil discovery. A sign-in sheet shall be kept with the signatures of all attendees for submission to the City of Antioch Community Development Department.

VII-5 In the event that a paleontological resource is inadvertently discovered during project-related work, regardless of the depth of excavation or location, work shall be halted within 50 feet (15 meters) of the find and a qualified paleontologist (Society of Vertebrate Paleontology [SVP] 2010) notified immediately so that an assessment of the resource's potential significance can be undertaken in accordance with City of Antioch General Plan Policy 10.9.2.d (City 2003). Construction activities could continue in other areas.

If the find is determined to be significant under SVP criteria, the find shall be left in place without further disturbance, or if avoidance is not feasible, then additional work, such as fossil recovery excavation (salvage) and curation at a certified repository, such as the University of California Museum of Paleontology (UCMP), may be warranted and would be discussed in consultation with the City of Antioch Community Development Department, and any other relevant regulatory agency, as appropriate.

Finding: Implementation of Mitigation Measures VII-4 and VII-5 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 would be 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 or within the required setback from any active petroleum pipelines in compliance with the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) Construction Site Review Program.

IX-2 Prior to issuance of any grading permits, the project applicant shall coordinate with Conoco Phillips and Chevron to determine the accurate depths and alignment of the existing on-site pipelines and shall conduct field checking and potholing of the pipelines, if necessary. Arrangements for potholing of the pipelines shall be made at least 48 hours in advance. The project applicant shall be responsible for providing a backhoe and operator, as well as a surveyor if needed. All construction plans that involve pipeline easement encroachments shall be submitted to the applicable pipeline owner to allow for review.

After determining the accurate depths and alignments of the existing pipelines, the results shall be noted on all project construction plans, subject to review by the City Engineer. For any work occurring within the pipeline easement, construction plans shall demonstrate compliance with applicable local, State, and federal regulations and development restrictions, which would include, but would not be limited to, the following:

- Maintain a minimum of 12 inches of clearance between the pipelines and other cross-lines that intersect at a 90-degree angle, or a minimum of 24 inches of clearance for intersection angles less than 90-degrees;*
- Maintain a minimum of 24 inches of undisturbed clearance between the top of pipe and bottom of the sub grade for paving and grass or shallow rooted plants within the pipeline easements;*

- *Prohibit deep-rooted trees and structures within pipeline easements;*
- *All excavations within 24-inches of the pipelines shall be accomplished using hand tools only;*
- *Restrict use of heavy vibratory equipment over pipelines; and*
- *Notify Underground Service Alert (USA) at 800-227-2600 at least 48 hours prior to any excavation work.*

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 or within the required setback from any active petroleum pipelines. After determining the accurate depths and alignments of the existing pipelines, the results shall be noted on all project construction plans, subject to review by the City Engineer.

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 X-civ. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

- X-2 Prior to issuance of grading permits, the project applicant shall prepare a site-specific hydraulic analysis to determine the BFE within Zone A in the vicinity of the proposed EVA. If the analysis determines that the portion of the proposed EVA within the floodplain would be less than one foot above the BFE, the elevation of the portion of the EVA within the floodplain shall be raised to at least one foot above the BFE or to the satisfaction of the CCCFCD. The site-specific hydraulic analysis and proof of CCCFCD satisfaction shall be submitted to the City of Antioch Community Development Department.*

Finding: Implementation of Mitigation Measure X-2 would reduce impacts related to flood flows by requiring the elevation of the emergency vehicle access road within the 100-year floodplain to be raised at least one foot above the BFE, or to the satisfaction of the CCCFCD.

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 measure has been adopted to address this impact:

- XIII-1 Prior to approval of grading permits, the City shall establish the following requirements, via written notation on final improvement plans, subject to review and approval by the City of Antioch Community Development Department:*
- Construction activities shall be limited to the hours of 7:00 AM and 6:00 PM Monday through Friday, and 9:00 AM and 5:00 PM on weekends.*
 - The construction contractor shall use temporary noise attenuation fences to protect sensitive receptors west of the project site.*
 - The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.*
 - Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers'*

recommendations. Equipment engine shrouds shall be closed during equipment operation.

- *When not in use, motorized construction equipment shall not be left idling for more than five minutes.*
- *Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.*

Finding: Implementation of Mitigation Measure XIII-1 would reduce impacts related to the generation of noise to a less-than-significant level by requiring compliance with specific construction hours and the implementation of noise-reduction practices.

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 and V-2.

Finding: Implementation of Mitigation Measures V-1 and V-2 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.

Impact XXI-a: Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

XXI-1 Implement Mitigation Measures IV-1 through IV-13, V-1, and V-2.

Finding: Implementation of Mitigation Measures IV-1 through IV-13 would reduce potential impacts related to the following: 1) degradation of the quality of the environment; 2) substantial reduction of or impact to the habitat of fish or wildlife species; 3) causing fish or wildlife populations to drop below self-sustaining levels; 4) threatening to eliminate a plant or animal community; 5) reduction of the number or restrict the range of a rare or endangered plant or animals to a less-than-significant level by requiring completion of preconstruction surveys and implementation of appropriate avoidance measures, requiring submittal of a formal wetland delineation to USACE, requiring a Section 404 permit from USACE, requiring the planting California native trees and/or shrubs within the Sand Creek buffer area with a 3:1 ratio, requiring the implementation of appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek and the creek's tributaries, and by requiring all trees that are removed due to project buildout to be replaced appropriately. Implementation of Mitigation Measures V-1 and V-2 would reduce impacts related to the elimination of important examples of the major periods of California history or prehistory 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.

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 measures have been adopted to address this impact to the extent feasible:

4.1-6(a) Prior to the approval of project improvement plans, the applicant shall implement the following measure:

- Consistent with the BAAQMD's Buildings standard a., natural gas shall be prohibited in proposed structures.*

Compliance with the foregoing measure shall be ensured by the City of Antioch Community Development Department.

4.1-6(b) Implement Mitigation Measures 4.2-3(a) and 4.2-3(b).

Finding: Implementation of Mitigation Measure 4.1-6(a) would require the project to be consistent with the BAAQMD's Building standard of prohibiting natural gas. Implementation of Mitigation Measure 4.1-6(b) would require the applicant to develop a Transportation Demand Management (TDM) plan that identifies trip reduction strategies for both the residential components of the project and the assisted living component of the proposed project. 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. However, the reduction 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 4.2-3 Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).

Mitigation Measures: The following mitigation measures have been adopted to address this impact to the extent feasible:

4.2-3(a) *Prior to issuance of residential building permits, the project applicant shall develop a Transportation Demand Management (TDM) Plan for the residential components of the proposed project, including any anticipated phasing, and shall submit the TDM Plan to the City for review and approval. The TDM Plan shall identify trip reduction strategies as well as mechanisms for funding and overseeing the delivery of trip reduction programs and strategies. Trip reduction strategies applicable to the residential portions of the proposed project may include, but are not limited to, the following:*

- *Increase Transit Accessibility;*
- *Provide Traffic Calming Measures;*
- *Provide Carpooling Programs;*
- *Implement Car-Sharing Program;*
- *Provide a Transit Riders Guide;*
- *Provide an Online TDM Information Center;*
- *Increase Bicycle and Pedestrian Facilities/Amenities;*
- *Free Trial Rides on Transit Services; and*
- *Implement a Subsidized or Discounted Transit Program.*

4.2-3(b) *Prior to issuance of building permits for the assisted living facility, the project applicant shall develop a TDM Plan for the assisted living component of the proposed project, including any anticipated phasing, and shall submit the TDM Plan to the City for review and approval. The TDM Plan shall identify trip reduction strategies as well as mechanisms for funding and overseeing the delivery of trip reduction programs and strategies. Trip reduction strategies applicable to the employment portions of the proposed project may include, but are not limited to, the following:*

- *Provide Bicycle Maintenance Facilities;*
- *Price and Unbundle Parking;*
- *Provide Carpooling Programs;*
- *Implement Car-Sharing Program;*
- *Implement Loaner Bike Program;*
- *Provide a Transit Riders Guide;*
- *Provide a Dedicated Transportation Coordinator;*

- *Provide an Online TDM Information Center;*
- *Increase Bicycle and Pedestrian Facilities/Amenities;*
- *Increase Transit Accessibility;*
- *Provide Secure and Accessible Bike Parking;*
- *Free Trial Rides on Transit Services; and*
- *Implement a Subsidized or Discounted Transit Program.*

Finding: Implementation of Mitigation Measures 4.2-3(a) and 4.2-3(b) would require the applicant to develop a TDM plan that identifies trip reduction strategies for both the residential components of the Project and the assisted living component of the proposed Project. 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.

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 Draft EIR evaluates four potential alternatives to the Project. The Draft 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 Draft EIR's discussion and analysis of these alternatives is not repeated in these findings, but the discussion and analysis of the alternatives in the Draft EIR is incorporated in these findings by reference.

The Draft EIR describes and evaluates in detail four 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 create the only intentionally designed multi-generational community in the east Bay Area with active adult seniors that may age-in-place in the same neighborhood as traditional family homes.
2. To maximize the opportunity for development of housing and 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 that can meet the needs of a variety of different and growing household sizes.
3. To provide onsite amenities, such as parks space, a clubhouse, and recreational and social opportunities for residents.
4. To permanently protect nearly 50% of the project site as undeveloped open space.
5. To create public meeting places and pedestrian trails and exercise opportunities throughout the site with connections between new open space amenities including preserved areas of Sand Creek and planned City facilities, including the Sports Complex.
6. To implement the County's Growth Management Program by providing for urban development within the Urban Limit Line.
7. To contribute to the City of Antioch's economic and social viability by creating a community that attracts investment and positive attention by adding residents who tend to shop locally, maintain high volunteerism, and travel less frequently during peak traffic hours.
8. To provide for various infrastructure improvements that would benefit the community, including the extension of Hillcrest Avenue in conjunction with Subdivision 9501, public roadway improvements to serve the project, extension of utilities within those roadways, and drainage facilities to appropriately collect and convey storm water runoff to designated detention basins.
9. To create, preserve, and maintain open space and critical biological habitat on- and off-site so as to responsibly address the environmental sensitivity of the site.
10. To create an economically viable project that provides a fair share contribution of infrastructure to the community through payment of fees, and/or land-based financing, and/or construction of required capital improvements, while providing a well-designed community of the type and style desired by current and future active adult citizens and families of Antioch and the greater Bay Area.

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
- Reduced Footprint 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 with a lack of structures. Because implementation of the No Project (No Build) Alternative would result in the site remaining under current conditions, physical environmental impacts associated with the proposed project 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 City’s General Plan identifies the site as an area suitable for development; as such, the No Project (No Build) Alternative would not fulfill the stated aims of the City’s General Plan. In addition, the alternative would not fulfill any of the project’s objectives.

On balance, the environmental benefits that might be achieved with the No Project (No Build) Alternative are outweighed by the 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. Pursuant to the City’s General Plan, the majority of the site is designated Hillside, Estate and Executive Residential/Open Space, while the western

portion of the site is designated Commercial/Open Space. It should be noted that the project site contains substantial constraints to development, such as excessive slopes and the Sand Creek corridor. Under the Buildout Pursuant to Existing Land Use Designations Alternative, a total of 63.7 acres of the project site would be developed with 127 units. In addition, 65,340 square feet (sf) of commercial uses would be developed on three acres, and 13.2 acres of streets would be developed. The remaining portions of the site would be retained as open space.

The Draft EIR determined that the Buildout Pursuant to Existing Land Use Designations Alternative would not be capable of meeting project Objective #1 because the Alternative would not include a mix of housing types, including senior housing. However, because the Alternative would include the development of a mix of both housing and commercial uses within the Sand Creek Focus Area as well as associated infrastructure improvements, the remaining project objectives would be fully or partially met.

Total project-generated VMT would be reduced by reducing the number of proposed units. Because the City's VMT threshold is a per capita rate, the Alternative's reduced intensity of units would not avoid the project's potential to exceed the City's VMT threshold, and the Alternative would still require Mitigation Measures 4.2-3(a) and 4.2-3(b). However, total project-generated VMT would be reduced and, consequently, the Alternative's impacts related to transportation would be fewer as compared to the proposed project. Nonetheless, although impacts related to transportation would be reduced, the Buildout Pursuant to Existing Land Use Designations Alternative would not eliminate the significant and unavoidable impact related to the City's VMT threshold. Additionally, the Alternative would result in similar impacts related to air quality and GHG emissions as the proposed project. As a result, the significant and unavoidable impacts identified for the Project would still be expected to occur under the Alternative.

Although the Alternative would generally achieve most of 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 147 single-family residential units on a total disturbance area identical to the Project. With development of 147 residential units on 31.2 acres of land, the overall residential 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 similar impacts related to air quality and GHG emissions, and fewer impacts related to transportation. Total project-generated VMT would be reduced by reducing the number of proposed

units. Because the City's VMT threshold is a per capita rate, the Alternative's reduced intensity of units would not avoid the project's potential to exceed the City's VMT threshold. The Alternative would still require Mitigation Measures 4.2-3(a) and 4.2-3(b). However, total project-generated VMT would be reduced and, consequently, the Alternative's impacts related to transportation would be fewer as compared to the proposed project. Because feasible mitigation to reduce the per capita VMT to less than 15 percent below regional averages does not exist, even with implementation of Mitigation Measures 4.1-6(a) and 4.1-6(b), the Alternative would not comply with the BAAQMD's Transportation standard c. Thus, although impacts related to transportation would be fewer, the Reduced Density Alternative would not eliminate the significant and unavoidable impact related to the City's VMT threshold. Therefore, the significant and unavoidable impacts determined for the Project would still be expected to occur under the Alternative.

Although the Alternative would generally achieve all of 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 Footprint Alternative.

Under the Reduced Footprint Alternative, development within the western knoll on the project site would not occur. As such, the disturbance area would be reduced by 19.2 acres. The remaining 12 acres of land would be developed at the maximum density allowed under the Medium Density Residential/Open Space land use designation. As such, the Reduced Footprint Alternative would include the development of 120 single-family residential uses. Similar to the proposed Project, the Alternative would include future development of an assisted living facility and neighborhood commercial development on three acres. However, the amount of streets developed as part of the Alternative would be reduced, and the amount of parks/open space/recreational/water quality uses would be increased as compared to the proposed Project. Off-site improvements would be identical to the proposed Project.

The Reduced Footprint Alternative would be designed to reduce construction emissions and emissions from vehicle trips. However, the total average daily trips and overall VMT per capita would result in similar impacts related to the emission of GHGs as compared to the proposed Project, and impacts would remain significant and unavoidable.

The Draft EIR determined that the Reduced Footprint Alternative would be capable of partially or fully achieving all of the Project's objectives. 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. 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. The Project would be required to pay Development Impact Fees for police facilities per Section 9-3.50 of the City's Municipal Code, and the project site would be required to annex into a Community Facilities District (CFD) for financing police services. Furthermore, the Project would be required to pay applicable fire protection fees per the City's Master Fee Schedule, development fees towards the Brentwood Unified School District (BUSD), and sewer connection fees towards the Delta Diablo Wastewater Treatment Plant.
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 2023-2031 Housing Element Update, the Regional Housing Needs Allocation (RHNA) for the years 2023-2031 would require 3,016 residences. The Project would contribute an additional 294 residential units to increase the City's housing supply, which would help the City satisfy its RHNA goals.
4. The Project would preserve potential habitat for special-status species by preserving 49.1 acres of open space areas. The Project would preserve and protect an open space corridor along Sand Creek, including a 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: Kevin Scudero, Acting 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 Albers Ranch 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 28th day of January 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
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 Albers Ranch Project (proposed project). The intent of the MMRP is to ensure implementation of the mitigation measures identified within the EIR and Initial Study (IS) for the Albers Ranch 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 Albers Ranch 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 and IS that were prepared for the proposed project.

The Albers Ranch Project EIR and IS present 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 Albers Ranch 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.	<p>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 28.6 percent NOX reduction compared to the year 2024 California Air Resources Board (CARB) fleet average. The 28.6 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 graders, scrapers, and rubber-tired dozers to be engine Tier 4.</p> <p>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 five minutes or less in accordance with the In-Use Off-Road Diesel Vehicle Regulation as required by CARB. Clear signage regarding idling restrictions shall be placed at the entrances to the construction site.</p>	City of Antioch Community Development Department	Prior to approval of grading plans and during construction	



MITIGATION MONITORING AND REPORTING PROGRAM Albers Ranch Project					
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>Portable equipment over 50 horsepower must have either a valid BAAQMD Permit to Operate (PTO) or a valid statewide Portable Equipment Registration Program (PERP) placard and sticker issued by CARB.</i></p> <p><i>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.</i></p>			
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.	<p>4.1-6(a) <i>Prior to the approval of project improvement plans, the applicant shall implement the following measure:</i></p> <ul style="list-style-type: none"> <i>Consistent with the BAAQMD's Buildings standard a., natural gas shall be prohibited in proposed structures.</i> <p><i>Compliance with the foregoing measure shall be ensured by the City of Antioch Community Development Department.</i></p> <p>4.1-6(b) <i>Implement Mitigation Measures 4.2-3(a) and 4.2-3(b).</i></p>	<p>City of Antioch Community Development Department</p> <p>See Mitigation Measures 4.2-3(a) and 4.2-3(b)</p>	<p>Prior to the approval of project improvement plans</p> <p>See Mitigation Measures 4.2-3(a) and 4.2-3(b)</p>	
4.2 Transportation					
4.2-1	Conflict with a program, plan, ordinance, or policy addressing the circulation system during	<p>4.2-1 <i>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</i></p>	City Engineer	Prior to issuance of grading and building permits	



MITIGATION MONITORING AND REPORTING PROGRAM Albers Ranch Project					
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
	construction activities.	<p><i>requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:</i></p> <ul style="list-style-type: none"> <i>• Project staging plan to maximize on-site storage of materials and equipment;</i> <i>• 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;</i> <i>• Permitted construction hours;</i> <i>• Location of construction staging;</i> <i>• Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and</i> <i>• Provisions for street sweeping to remove construction related debris on public streets.</i> 			
4.2-2	Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.	<p>4.2-2 <i>The following requirements shall be noted on project improvement plans, subject to review and approval by the City of Antioch Community Development Department:</i></p> <ul style="list-style-type: none"> <i>• City-standard ADA ramps shall be provided at all internal roadway intersections;</i> 	City of Antioch Community Development Department	Prior to approval of project improvement plans	



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		<ul style="list-style-type: none"> Pedestrian paths shall be identified and marked crosswalks shall be installed at key uncontrolled pedestrian crossing locations, such as trail crossings and park connections; The project shall install all-way stop control and high visibility pedestrian crosswalks at the intersection of A Street and C Street; City standard sidewalks shall be installed on A Street connecting the project site to Hillcrest Avenue; and Bicycle parking shall be provided in accordance with Section 9-5.1707 of the City of Antioch Municipal Code for the retail and assisted living portions of the proposed project. 			
4.2-3	Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).	<p>4.2-3(a) Prior to issuance of residential building permits, the project applicant shall develop a Transportation Demand Management (TDM) Plan for the residential components of the proposed project, including any anticipated phasing, and shall submit the TDM Plan to the City for review and approval. The TDM Plan shall identify trip reduction strategies as well as mechanisms for funding and overseeing the delivery of trip reduction programs and strategies. Trip reduction strategies applicable to the residential portions of the proposed project may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Increase Transit Accessibility; 	City of Antioch Community Development Department	Prior to the issuance of residential building permits	



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		<ul style="list-style-type: none"> • Provide Traffic Calming Measures; • Provide Carpooling Programs; • Implement Car-Sharing Program; • Provide a Transit Riders Guide; • Provide an Online TDM Information Center; • Increase Bicycle and Pedestrian Facilities/Amenities; • Free Trial Rides on Transit Services; and • Implement a Subsidized or Discounted Transit Program. <p>4.2-3(b) Prior to issuance of building permits for the assisted living facility, the project applicant shall develop a TDM Plan for the assisted living component of the proposed project, including any anticipated phasing, and shall submit the TDM Plan to the City for review and approval. The TDM Plan shall identify trip reduction strategies as well as mechanisms for funding and overseeing the delivery of trip reduction programs and strategies. Trip reduction strategies applicable to the employment portions of the proposed project may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Provide Bicycle Maintenance Facilities; • Price and Unbundle Parking; • Provide Carpooling Programs; 	City of Antioch Community Development Department	Prior to issuance of building permits for the assisted living facility	



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		<ul style="list-style-type: none"> • Implement Car-Sharing Program; • Implement Loaner Bike Program; • Provide a Transit Riders Guide; • Provide a Dedicated Transportation Coordinator; • Provide an Online TDM Information Center; • Increase Bicycle and Pedestrian Facilities/Amenities; • Increase Transit Accessibility; • Provide Secure and Accessible Bike Parking; • Free Trial Rides on Transit Services; and • Implement a Subsidized or Discounted Transit Program. 			
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?	<p><i>Special-Status Plants</i></p> <p>IV-1 <i>During the spring/summer prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project applicant shall retain a qualified biologist to conduct focused botanical surveys during the blooming period for Contra Costa goldfields, alkali milk-vetch, heartscale, brittlescale, lesser saltscare, dwarf downingia, Jepson's coyote-thistle, shining navarretia, bearded popcornflower, California alkali grass, long-styled sand spurrey, San Joaquin spearscale, and all plants that are considered locally rare as listed in the East Bay Chapter of the CNPS</i></p>	City of Antioch Community Development Department	<p>During the spring/summer prior to initiation of ground-disturbing activities on the project site and off-site project improvement areas</p> <p>Special-status plant survey report submitted to the City no more than</p>	



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		<p><i>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.</i></p> <p><i>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 CNDDDB. 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.</i></p> <p><i>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</i></p>		<p>30 days following the completion of the final site visit</p> <p>During project development</p>	



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		<p>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.</p> <p>Swainson's Hawk</p> <p>IV-2(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a Swainson's hawk is observed on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</p> <p>IV-2(b) Prior to any project-related ground disturbance that occurs during the nesting season (March</p>			
			City of Antioch Community Development Department	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p>	
			City of Antioch Community	No more than seven days prior to any	



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		<p>15th to September 15th) within a half-mile of a potential nest tree, a qualified biologist shall conduct preconstruction surveys within the construction zones and adjacent lands to identify any nesting pairs of Swainson's hawks no more than seven days prior to the onset of ground disturbance. Preconstruction surveys are not required for construction activities located farther than a half-mile from a potential nest tree. 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.</p> <p>If active nests are not found during preconstruction surveys, further mitigation is not necessary. If any active nests are discovered in or near proposed construction zones, the qualified biologist shall establish a suitable construction-free buffer around the active nest site. The buffer shall be identified on the ground with flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged.</p> <p>As an alternative to completion of this mitigation measure, the project applicant could comply with one of the following conditions:</p>	Development Department	<p>project-related ground disturbance that occurs during the nesting season (March 15th to September 15th)</p> <p>During construction period</p>	



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		<p>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</p> <p>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.</p> <p>Golden Eagle</p> <p>IV-3(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a golden eagle is observed on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of</p>			
			City of Antioch Community Development Department	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p>	



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		<p><i>Antioch Community Development Department within two weeks of training completion.</i></p> <p><i>IV-3(b) No more than seven days prior to initiation of ground-disturbing activities or tree removal, preconstruction surveys shall be conducted concurrently with the preconstruction surveys for Swainson's hawk nests as required by Mitigation Measure IV-2(b) above. The preconstruction surveys shall include a survey radius of one mile surrounding the project's development footprint. However, adjacent parcels under different land ownership within the one-mile survey area shall only be surveyed on foot if access to such areas are granted by the landowners of the parcels. If access is not granted, the qualified biologist shall survey trees on adjacent parcels from the closest boundary of the project site. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.</i></p> <p><i>If no active nesting golden eagles are identified during survey(s), project construction may commence without further regard for protection of nesting eagles. If active nesting golden eagles are identified during the preconstruction surveys within a half-mile of the site and within the line of sight from disturbance to the nest site, biological monitors shall monitor the nest in order to establish baseline behavioral data. Based on</i></p>	City of Antioch Community Development Department	<p>No more than seven days prior to initiation of ground-disturbing activities or tree removal</p> <p>Concurrently with preconstruction measures identified in MM IV-2(b)</p> <p>During construction period</p>	



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		<p><i>the baseline behavioral data and location of the nest (i.e., whether the nest is remote or in/close to town, and whether existing disturbances are present), a construction-free buffer shall be established. The construction-free buffer shall be a minimum of 800 feet and can be increased based on the biological monitor's observations of the behavior at the nest. Project-related disturbance shall not be allowed within any established buffer until the biologist has determined that the young have fledged.</i></p> <p><i>Burrowing Owl</i></p> <p><i>IV-4(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a burrowing owl is observed on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</i></p> <p><i>IV-4(b) Prior to initiation of ground-disturbing activities, a preconstruction survey for burrowing owls shall be conducted. The CDFG's Staff Report on Burrowing Owl</i></p>	<p>City of Antioch Community Development Department</p> <p>City of Antioch Community Development Department</p>	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p> <p>Within 14 days prior to ground-disturbing activities</p>	



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		<p><i>Mitigation (CDFG 2012) states that take avoidance (preconstruction) surveys shall be conducted within 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. Surveys shall ensure 100 percent visual coverage. The results of the survey shall be submitted to the City of Antioch Community Development Department.</i></p> <p><i>If burrowing owls or fresh sign of burrowing owls are not observed during preconstruction surveys, further mitigation is not required and construction may proceed. If burrowing owls or their recent sign are detected on the site, occupied burrows shall be identified by the monitoring biologist and a construction-free buffer (up to 250 feet) shall be established and maintained until a qualified biologist has determined the burrowing owl has abandoned the burrow.</i></p> <p><i>Nesting Migratory Birds, Including Raptors and Protected Birds</i></p> <p><i>IV-5(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training</i></p>		<p>Final survey conducted within 24 hours prior to ground disturbance</p> <p>During construction period</p>	
			City of Antioch Community Development	Prior to initiation of ground-disturbing activities	



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		<p><i>that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if an active bird nest is observed on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</i></p> <p>IV-5(b) <i>Prior to commencement of ground-disturbing activities or tree removal during the breeding season (typically between February 1st and August 31st), the project applicant shall retain a qualified biologist to conduct preconstruction migratory bird and raptor nesting surveys no more than seven days prior to the onset of ground disturbance. The nesting migratory bird surveys shall cover the project site and the raptor nesting surveys shall encompass the site and lands within 250 feet of the site, where accessible. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If nesting migratory birds or raptors are not identified during the surveys, further mitigation is not required.</i></p> <p><i>If nesting migratory birds or raptors are identified during the surveys, an appropriate construction-free buffer shall be established. Active nest sites and protective buffer zones</i></p>	<p>Department</p> <p>City of Antioch Community Development Department</p>	<p>Written summary of the training submitted to the City within two weeks of training completion</p> <p>No more than seven days prior to commencement of ground-disturbing activities or tree removal during the breeding season (typically between February 1st and August 31st)</p> <p>During the construction period</p>	



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		<p>shall be designated as “ecologically sensitive areas” where project-related activities are not allowed and personnel may not enter (while occupied or in use for the season in the case of multi-clutch bearing species) during the course of nesting bird season with the establishment of a fence barrier or flagging surrounding the nest site. The qualified biologist shall determine the necessary buffer, if any, to protect nesting birds based on existing site conditions, such as construction activity, topography, and line of sight, and will increase buffers as needed to provide sufficient protection of nesting birds and their natural behaviors.</p> <p>A qualified biologist shall observe any identified active nests prior to the start of any project-related activities to establish a behavioral baseline of the adults and any nestlings. Once project activities commence, all active nests shall either be monitored daily or continuously by a qualified biologist until the biological monitor is confident the established buffer is at an effective distance from the nest, to detect any signs of disturbance and behavioral changes as a result of the project. In addition to direct impacts, such as nest destruction, nesting birds might be affected by noise, vibration, odors and movement of workers or equipment. If signs of disturbance and behavioral changes are observed, the qualified biologist shall halt project activities</p>			



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		<p>causing that change until the nestlings have fledged, and the nest is determined to be inactive.</p> <p>Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp</p> <p>IV-6(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a listed shrimp is observed on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</p> <p>IV-6(b) No more than seven days prior to initiation of ground-disturbing activities, a protocol-level survey shall be conducted to assess the presence or absence of listed fairy shrimp within the project site. Surveys shall occur in a year wet enough to fill ephemeral wetlands for the USFWS to accept the results of the surveys. Should the surveys confirm absence of listed fairy shrimp, no further action will be necessary.</p>	<p>City of Antioch Community Development Department</p> <p>City of Antioch Community Development Department</p> <p>CDFW</p> <p>USFWS</p>	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p> <p>No more than seven days prior to the initiation of ground-disturbing activities</p> <p>Preserved or created habitat shall be established at least a year prior to on-site impacts</p>	



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		<p><i>Should the surveys identify listed fairy shrimp, to mitigate for permanent impacts to shrimp habitat, the project applicant shall preserve occupied and potentially occupied habitat at a minimum 2:1 ratio (preserved:impacted) and create additional habitat at a minimum 2:1 ratio (created:impacted). Preservation or created habitat shall be via the purchase of mitigation land in fee title or via recordation of a conservation easement over the mitigation land 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 preserved or created habitat shall be established at least a year prior to on-site impacts to vernal pool fairy shrimp or vernal pool tadpole shrimp habitat in order to monitor the new habitat's effectiveness, including a comparison to the existing on-site habitat with regards to appropriate hydrology for shrimp. Once the determination has been made that the created habitat supports the appropriate hydrology, the top four inches of topsoil of the on-site habitat planned to be impacted can be transferred to the mitigation site in the same day. Removal and placement of this topsoil shall be done in a systematic fashion that will avoid compaction of the soil.</i></p> <p><i>Prior to the start of construction, the project applicant shall prepare and submit to the City of Antioch a Habitat Mitigation and</i></p>		Prior to the start of construction	



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		<p><i>Management Plan (HMMP), which shall outline the requirements for managing preserved areas and created areas for five years, as well as success criteria for the created habitat. The HMMP will follow the guidelines for mitigation and monitoring of vernal pools issued by the USFWS (1994). The project applicant shall also establish an endowment fund, or other funding mechanism to provide for the long-term management, maintenance, and monitoring of the mitigation site.</i></p> <p><i>In lieu of the above, prior to construction, the project applicant may purchase credits at a 1:1 ratio from an approved mitigation bank.</i></p> <p><i>The project applicant may satisfy the requirements of this mitigation measure by providing the City of Antioch Community Development Department 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.</i></p> <p><i>As an alternative to completion of this mitigation measure, the project applicant could comply with one of the following conditions:</i></p> <ol style="list-style-type: none"> <i>1. Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of</i> 			



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		<p>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</p> <p>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.</p> <p>If breeding habitat is planned to be removed, in addition to evaluating the potential of the project to affect listed fairy shrimp under CEQA, the applicant would need to comply with provisions of the federal Endangered Species Act and would need to seek take authorization from the USFWS for project-related losses as required by law. To obtain a take permit, consultation with the USFWS would need to be initiated either through a federal nexus (i.e., Section 7 consultation, usually through the USACE or the Bureau of Land Management) or through the HCP process (i.e., Section 10 consultation).</p> <p>California Tiger Salamander</p> <p>IV-7(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all</p>			
			City of Antioch Community	Prior to initiation of ground-disturbing	



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		<p>construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if California tiger salamander is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</p> <p>IV-7(b) No more than seven days prior to initiation of ground-disturbing activities, a qualified biologist shall conduct a preconstruction survey of the seasonal wetlands in the eastern portion of the project site during the rainy season in order to determine whether they could be classified as breeding habitat for the California tiger salamander. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If breeding habitat is not identified, further mitigation is not necessary. If the seasonal wetland is determined to be breeding habitat and cannot be avoided, the project applicant shall compensate for the loss of upland habitat at a minimum of a 3:1 impacts to replacement ratio. Mitigation land shall be permanently protected land within the Central California Distinct Population Segment (DPS) range of</p>	<p>Development Department</p> <p>City of Antioch Community Development Department</p> <p>CDFW</p> <p>USFWS</p>	<p>activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p> <p>No more than seven days prior to initiation of ground-disturbing activities</p>	



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		<p><i>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 applicant may purchase California tiger salamander credits at a 1:1 ratio from an approved mitigation bank.</i></p> <p><i>In addition, if breeding habitat is planned to be removed, the applicant shall comply with the provisions of the federal Endangered Species Act and shall obtain take authorization from the USFWS for project-related losses of the California tiger salamander habitat, as required by law. To obtain a take permit, consultation with the USFWS would need to be initiated either through a federal nexus (Section 7 consultation, usually through the U.S. Army Corps of Engineers (USACE) or the Bureau of Land Management. Proof of compliance shall be submitted to the City of Antioch Community Development Department.</i></p> <p><i>As an alternative to completion of this mitigation measure, the project applicant could comply with one of the following conditions:</i></p>			



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		<ol style="list-style-type: none"> 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. <p>California Red-Legged Frog</p> <p>IV-8(a) Prior to initiation of ground-disturbing activities on the project site and off-site improvement areas, the project applicant shall require all construction workers to attend tailgate training that includes a description of California red-legged frog and its habitat and measures to be implemented to protect the frog and minimize take if the frog is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</p>			
			City of Antioch Community Development Department	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p>	



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		<p>IV-8(b) <i>Within 48 hours prior to the initiation of ground-disturbing activities, a qualified biologist shall conduct preconstruction surveys for the presence of California red-legged frog individuals and habitat features within the project site and nearby vicinity, including a 500-foot radius surrounding the project site (to the extent that such areas are accessible). Habitat features include both aquatic habitat, such as plunge pools and ponds, and terrestrial habitat, such as burrows.</i></p> <p><i>The results of the habitat feature assessment shall be submitted to the City prior to starting project activities. Habitat features shall be flagged for avoidance to the extent feasible. If California red-legged frog are not encountered during the preconstruction surveys, further mitigation is not required. If California red-legged frogs are encountered during the assessment, the qualified biologist shall recommend, and the project shall implement, measures to avoid or minimize impacts to individual frogs, such as allowing frogs to move out of the area on their own volition or relocating the frogs. Following preconstruction surveys, work areas adjacent to Sand Creek and the unnamed tributary shall be enclosed with wildlife exclusion fencing with one-way escape doors prior to the commencement of initial ground disturbing activities. If a California red-legged frog is encountered during project</i></p>	<p>City of Antioch Community Development Department</p> <p>CDFW</p> <p>USFWS</p>	<p>Within 48 hours prior to and during the construction period</p>	



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		<p>construction, all work shall cease until the frog has moved out of harm's way on its own volition or been relocated out of harm's way by a qualified biologist. A qualified biologist shall be on-site during particular times of construction to ensure California red-legged frog are not harmed, injured, or killed during project buildout.</p> <p>Upland habitats shall be managed via a long-term management plan to maintain the quality of the habitat for the movement and dispersal of California red-legged frog. Potential opportunities include, but are not limited to, enhancement of the channels and riparian corridor (e.g., formation of plunge pools), which would maximize opportunities to disperse from the ponds to even higher-quality habitat off-site.</p> <p>In addition, if breeding habitat is planned to be removed, the applicant shall comply with the provisions of the federal Endangered Species Act and shall obtain take authorization from the USFWS for project-related losses, as required by law. To obtain a take permit, consultation with the USFWS would need to be initiated either through a federal nexus (Section 7 consultation, usually through the U.S. Army Corps of Engineers (USACE) or the Bureau of Land Management). Proof of compliance shall be submitted to the City of</p>			



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		<p><i>Antioch Community Development Department.</i></p> <p><i>As an alternative to completion of this mitigation measure, the project applicant could comply with one of the following conditions:</i></p> <ol style="list-style-type: none"> <i>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</i> <i>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.</i> <p><i>Western Pond Turtle</i></p> <p><i>IV-9(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if western pond turtle is observed</i></p>			
			City of Antioch Community Development Department	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the</p>	



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		<p>on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</p> <p>IV-9(b) Implement Mitigation Measures IV-8(b) for potential western pond turtle nesting habitat. If nesting habitat is identified, in order to exclude any female western pond turtle from laying eggs within a development phase of the project, exclusion fencing shall be placed prior to the egg-laying season (March through August). Exclusion fencing shall be designed to encompass each development phase and maintained regularly until construction activities have been completed. Alternatively, the development footprint can be excluded from western pond turtle use by installing wildlife exclusion fencing prior to the turtle nesting season to prevent turtles from laying eggs on the project site and protect the nesting turtles and their hatchlings from impacts. If western pond turtle are observed on-site prior to or during construction, they shall be allowed to leave the site on their own. If a western pond turtle is unable to independently move out of harm's way, a qualified biologist shall relocate the species out of harm's way to habitat similar to where it was found. If a western pond turtle nest is observed, a 50-foot construction-free buffer around the nest site shall be established</p>	<p>City of Antioch Community Development Department</p> <p>CDFW</p> <p>USFWS</p>	<p>City within two weeks of training completion</p> <p>Prior to and during the construction period</p>	



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		<p><i>and maintained until a qualified biologist determines the nest is no longer active.</i></p> <p><i>American Badgers</i></p> <p><i>IV-10(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if an American badger is observed on or near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</i></p> <p><i>IV-10(b) The project applicant shall retain a qualified biologist to conduct a preconstruction survey to determine the presence or absence of badgers no more than seven days prior to initiation of ground-disturbing activities. If badgers are not identified, further mitigation is not required. If an active badger den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction-free buffer of up to 300 feet around the badger den. Once the biologist has determined that the badger has vacated the burrow, the burrow can be collapsed or</i></p>	<p>City of Antioch Community Development Department</p> <p>City of Antioch Community Development Department</p>	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p> <p>No more than seven days prior to initiation of ground-disturbing activities</p>	



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		<p>excavated, and ground disturbance can proceed. Should the burrow be determined to be a natal or reproductive den, and because badgers are known to use multiple burrows in a breeding burrow complex, a biological monitor shall be present on-site during construction activities in the vicinity of the burrows to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the badger young are of an independent age and construction activities would not harm individual badgers. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.</p> <p>San Joaquin Kit Fox</p> <p>IV-11(a) Prior to initiation of ground-disturbing activities, the project applicant shall require all construction workers to attend tailgate training that includes a description of the species, a brief summary of the species biology, and minimization measures and instructions of what to do if a kit fox is observed on a near the construction zone. A sign-in sheet shall be distributed to all participants of the training program and submitted, along with a written summary of the training, to the City of Antioch Community Development Department within two weeks of training completion.</p>	City of Antioch Community Development Department	<p>Prior to initiation of ground-disturbing activities</p> <p>Written summary of the training submitted to the City within two weeks of training completion</p>	



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		IV-11(b) <i>A qualified biologist shall conduct preconstruction surveys no more than seven days prior to site grading to determine the presence or absence of kit fox. If kit fox is not identified during the surveys, further mitigation is not required. If an active kit fox den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction free buffer of up to 300 feet around the San Joaquin kit fox den. Once the biologist has determined that the San Joaquin kit fox has vacated the den, the den can be collapsed or excavated, and ground disturbance can proceed. Should the den be determined to be a natal or reproductive den, a biological monitor shall be present on-site during construction activities in the vicinity of the dens to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the young are of an independent age and construction activities would not harm individual San Joaquin kit fox. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.</i>	City of Antioch Community Development Department	No more than seven days prior to initiation of grading activities During the construction period	
IV-b., IV-c.	Have a substantial adverse effect on any riparian habitat or other	IV-12(a) <i>Prior to the initiation of ground-disturbing activities, the project applicant shall submit a formal wetland delineation to the USACE for</i>	USACE	Prior to the initiation of ground-disturbing activities	



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	<p>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.</p> <p>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.</p>	<p><i>verification to determine the extent of all hydrological features, their jurisdictional status, and the extent of any impacts of the currently proposed project. A summary of the wetland delineation shall be submitted to the City of Antioch Community Development Department.</i></p> <p><i>IV-12(b) 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 Clean Water Act (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.</i></p> <p><i>Alternatively, the project applicant may create, preserve, and manage new seasonal wetlands on or off of the project site that is of</i></p>	<p>City of Antioch Community Development Department</p> <p>USACE</p> <p>RWQCB</p> <p>City of Antioch Community Development Department</p>	<p>Prior to discharging any dredged or fill materials into any waters of the U.S.</p>	



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		<p><i>equal or greater quality to the habitats being impacted at a minimum 1:1 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 of Antioch Community Development Department 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:</i></p> <ul style="list-style-type: none"> <i>• A description of the impacted water;</i> <i>• A map depicting the location of the mitigation site(s) and a description of existing site conditions;</i> <i>• 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</i> <i>• Short-term and long-term management and monitoring methods.</i> 			



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		<p><i>If the wetland mitigation site is a separate mitigation property, the project applicant 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 applicant shall provide the City of Antioch Community Development Department with a copy of permits issued by the USACE and RWQCB authorizing the fill.</i></p> <p><i>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.</i></p> <p><i>IV-12(c) Impacts to riparian habitat within CDFW's Section 1602 jurisdictional areas that would occur during construction 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:impacts) ratio.</i></p>	<p>City of Antioch Community Development Department</p> <p>CDFW</p>	Prior to the construction period	



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		<p><i>Replacement trees and shrubs shall be a minimum of one gallon size trees/shrub replacements.</i></p> <p><i>In addition, the project applicant will implement appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek and the creek's tributaries. The measures shall include the installation of wildlife-friendly hay wattles and/or silt fence that will prevent unintended de minimus fill impacts during construction activities associated with Sand Creek. 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.</i></p> <p><i>The project applicant shall satisfy this mitigation by providing the City of Antioch Community Development Department with a fully executed copy of a Streambed Alteration Agreement (SBAA) with the CDFW that includes these, or other functionally equivalent, BMPs, prior to any construction activities associated with Sand Creek. The project applicant shall implement the conditions of the executed SBAA.</i></p>			



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IV-e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	<p><i>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:</i></p> <ol style="list-style-type: none"> <i>1. Each established tree: two 24-inch box trees.</i> <i>2. Each mature tree: two 48-inch box trees.</i> <p><i>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 of Antioch Community Development Department.</i></p>	City of Antioch Community Development Department	Prior to issuance of certificates of occupancy	
V-a-c.	<p>Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5.</p> <p>Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5.</p> <p>Disturb any human remains, including those</p>	<p><i>V-1 In the event that a cultural resource is inadvertently discovered during project activities, work shall be halted within 100 feet (30 meters) of the find and a qualified archaeologist (36 CFR Part 61) notified immediately so that an assessment of potential significance can be undertaken in accordance with City of Antioch General Plan Policy 10.9.2.d (2003). Construction activities may continue in other areas, but shall not resume in the area of the find until the City of Antioch Community Development Department provides written permission.</i></p> <p><i>If the discovery proves to be significant, additional work, such as data recovery</i></p>	City of Antioch Community Development Department	During the construction period	



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	interred outside of dedicated cemeteries.	<p><i>excavation, may be warranted and would be discussed in consultation with the City of Antioch Community Development Department, any invested tribes, and other relevant regulatory agencies, as appropriate.</i></p> <p>V-2 <i>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</i></p>	<p>City of Antioch Community Development Department</p> <p>County Coroner</p> <p>NAHC</p>	During the construction period	



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		<i>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.</i>			
VII-aiii., aiv., c.,d.	<p>Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?</p> <p>Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?</p> <p>Be located on a geologic unit or soil that is</p>	<p>VII-1 <i>All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the City of Antioch Building Division prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the Preliminary Geotechnical Exploration prepared for the proposed project are properly incorporated and utilized in the project design.</i></p> <p>VII-2 <i>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</i></p>	<p>City of Antioch Building Division</p> <p>City of Antioch Engineering Department</p>	<p>Prior to issuance of grading and building permits</p> <p>Prior to issuance of any grading permits</p>	



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	<p>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?</p> <p>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?</p>	<p><i>practices necessary to achieve compliance with the latest adopted edition of the California Building Standards Code's geologic, soils, and seismic requirements. Consistent with the Preliminary Geotechnical Exploration prepared for the proposed project, the design-level geotechnical exploration study shall include additional soil borings, test pits, laboratory testing, chemical testing for corrosivity, geologic mapping and fault trenching/evaluation.</i></p>			
VII-b.	Result in substantial soil erosion or the loss of topsoil?	<p>VII-3 <i>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:</i></p> <ul style="list-style-type: none"> <i>Hydro-seeding;</i> <i>Placement of erosion control measures within drainage ways and ahead of drop inlets;</i> <i>The temporary lining (during construction activities) of drop inlets with "filter fabric" (a specific type of geotextile fabric);</i> 	City Engineer	Prior to issuance of grading and building permits	



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		<ul style="list-style-type: none"> 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. 			
VII-f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<p>VII-4 Prior to the initiation of ground-disturbing activities, a qualified paleontologist shall be retained to administer Worker Environmental Awareness Program (WEAP) training to construction personnel so that a basic understanding of local geology and the paleontological sensitivity of the project area will be acquired by those involved in earth-moving activities. The 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. A sign-in sheet shall be kept with the signatures of all attendees for submission to the City of Antioch Community Development Department.</p>	City of Antioch Community Development Department	Prior to the initiation of ground-disturbing activities	
		<p>VII-5 In the event that a paleontological resource is inadvertently discovered during project-related work, regardless of the depth of excavation or location, work shall be halted within 50 feet (15 meters) of the find and a qualified paleontologist (Society of Vertebrate</p>	City of Antioch Community Development Department	During any project-related work	



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		<p><i>Paleontology [SVP] 2010) notified immediately so that an assessment of the resource's potential significance can be undertaken in accordance with City of Antioch General Plan Policy 10.9.2.d (City 2003). Construction activities could continue in other areas.</i></p> <p><i>If the find is determined to be significant under SVP criteria, the find shall be left in place without further disturbance, or if avoidance is not feasible, then additional work, such as fossil recovery excavation (salvage) and curation at a certified repository, such as the University of California Museum of Paleontology (UCMP), may be warranted and would be discussed in consultation with the City of Antioch Community Development Department, and any other relevant regulatory agency, as appropriate.</i></p>			
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?	<p><i>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 or within the required setback from any active petroleum pipelines in compliance with the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) Construction Site Review Program.</i></p>	City of Antioch Engineering Department	Prior to the final map approval	



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		<p>IX-2 Prior to issuance of any grading permits, the project applicant shall coordinate with Conoco Phillips and Chevron to determine the accurate depths and alignment of the existing on-site pipelines and shall conduct field checking and potholing of the pipelines, if necessary. Arrangements for potholing of the pipelines shall be made at least 48 hours in advance. The project applicant shall be responsible for providing a backhoe and operator, as well as a surveyor if needed. All construction plans that involve pipeline easement encroachments shall be submitted to the applicable pipeline owner to allow for review.</p> <p>After determining the accurate depths and alignments of the existing pipelines, the results shall be noted on all project construction plans, subject to review by the City Engineer. For any work occurring within the pipeline easement, construction plans shall demonstrate compliance with applicable local, State, and federal regulations and development restrictions, which would include, but would not be limited to, the following:</p> <ul style="list-style-type: none"> Maintain a minimum of 12 inches of clearance between the pipelines and other cross-lines that intersect at a 90-degree angle, or a minimum of 24 	City Engineer	<p>Prior to issuance of any grading permits</p> <p>Arrangements for potholing of the pipelines shall be made at least 48 hours in advance</p>	



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		<p><i>inches of clearance for intersection angles less than 90-degrees;</i></p> <ul style="list-style-type: none"> <i>• Maintain a minimum of 24 inches of undisturbed clearance between the top of pipe and bottom of the sub grade for paving and grass or shallow rooted plants within the pipeline easements;</i> <i>• Prohibit deep-rooted trees and structures within pipeline easements;</i> <i>• All excavations within 24-inches of the pipelines shall be accomplished using hand tools only;</i> <i>• Restrict use of heavy vibratory equipment over pipelines; and</i> <i>• Notify Underground Service Alert (USA) at 800-227-2600 at least 48 hours prior to any excavation work.</i> 			
X-a.	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.	<p>X-1 <i>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</i></p>	Director of Public Works/City Engineer	Prior to issuance of grading permits	



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		<i>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.</i>			
X-civ.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows.	X-2 <i>Prior to issuance of grading permits, the project applicant shall prepare a site-specific hydraulic analysis to determine the BFE within Zone A in the vicinity of the proposed EVA. If the analysis determines that the portion of the proposed EVA within the floodplain would be less than one foot above the BFE, the elevation of the portion of the EVA within the floodplain shall be raised to at least one foot above the BFE or to the satisfaction of the CCCFCD. The site-specific hydraulic analysis and proof of CCCFCD satisfaction shall be submitted to the City of Antioch Community Development Department.</i>	City of Antioch Community Development Department	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 standards of other agencies.	XIII-1 <i>Prior to approval of grading permits, the City shall establish the following requirements, via written notation on final improvement plans, subject to review and approval by the City of Antioch Community Development Department:</i> <ul style="list-style-type: none"> <i>Construction activities shall be limited to the hours of 7:00 AM and 6:00 PM Monday through Friday, and 9:00 AM and 5:00 PM on weekends.</i> <i>The construction contractor shall use temporary noise attenuation fences to</i> 	City of Antioch Community Development Department	Prior to approval of grading permits	



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		<p><i>protect sensitive receptors west of the project site.</i></p> <ul style="list-style-type: none"> <i>The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.</i> <i>Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.</i> <i>When not in use, motorized construction equipment shall not be left idling for more than five minutes.</i> <i>Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.</i> 			
XVIII-a., 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	XVIII-1 Implement Mitigation Measures V-1 and V-2.	See Mitigation Measures V-1 and V-2	See Mitigation Measures V-1 and V-2	



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	<p>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).</p> <p>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,</p>				



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	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.				
XXI-a.	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the	XXI-1 <i>Implement Mitigation Measures IV-1 through IV-13, V-1, and V-2.</i>	See Mitigation Measures IV-1 through IV-13, V-1, and V-2	See Mitigation Measures IV-1 through IV-13, V-1, and V-2	



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	range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				



ATTACHMENT “B”

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A GENERAL PLAN MAP AND TEXT AMENDMENT AMENDING THE LAND USE DESIGNATION FOR THE ALBERS RANCH PROJECT FROM HILLSIDE, ESTATE AND EXECUTIVE RESIDENTIAL/OPEN SPACE AND COMMERCIAL/OPEN SPACE TO MEDIUM LOW DENSITY RESIDENTIAL/OPEN SPACE AND COMMERCIAL/OPEN SPACE AND AMENDMENTS TO THE GENERAL PLAN TEXT TO THE SAND CREEK FOCUS AREA OF THE GENERAL PLAN TO ADD THE ALBERS RANCH SUB AREA TO THE SAND CREEK FOCUS AREA

WHEREAS, the City of Antioch (“City”) received an application from Lucia Albers (“Applicant”) seeking City approval of the following: a General Plan Amendment for purposes of amending the City of Antioch General Plan Land Use Map and General Plan Text Amendments; a Master Development Plan/Rezone; Vesting Tentative Subdivision Map; and Resource Management Plan for the development of 294 single-family residential units, a future assisted living facility, and neighborhood commercial uses on approximately 96.5 acres, known as the Albers Ranch Project (“Project”) (GP-19-04, MDP-19-01);

WHEREAS, The Project site is in the southeastern section of the City, east of the Deer Valley Road and Deer Hill Lane intersection within the Sand Creek Focus Area (APNs 057-042-006 and 057-050-021);

WHEREAS, the Project consists of a 294 planned residential community with future development of an assisted living facility and neighborhood commercial development upon issuance of a future Conditional Use Permit (CUP) on approximately 47.4 acres of the total 96.5-acre project site consisting of approximately 31.2 acres of single-family residences, 13.2 acres of private roadway improvements, and 3.0 acres for the assisted living facility and neighborhood commercial. The remaining 49.1 acres would be used for parks, open space, recreation, and water quality/detention purposes;

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, on January 28, 2025 the Antioch City Council certified the Final EIR (SCH # 2021100264), its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR;

WHEREAS, on November 20, 2024 the Antioch Planning Commission recommended the Antioch City Council approve the General Plan Land Use Map Amendment to the Sand Creek Focus Area of the General Plan to redesignate the project site from Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential/Open Space and Commercial/Open Space

and amendments to the General Plan Text to the Sand Creek Focus Area of the General Plan to add the Albers Ranch Sub Area to the Sand Creek Focus (GP-19-04);

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 proposed project requires amendments to the General Plan Land Use Map to the Sand Creek Focus Area of the General Plan to redesignate the project site from Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential/Open Space and Commercial/Open Space as attached hereto as Exhibit A, and amendments to the General Plan Text to the Sand Creek Focus Area of the General Plan to add the Albers Ranch Sub Area to the Sand Creek Focus Area as attached hereto as Exhibit B;

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on January 17, 2025 for the Antioch City Council public hearing held on January 28, 2025; and

WHEREAS, on January 28, 2025, the Antioch City Council duly held a public hearing on the matter, received presentation by City staff, and considered evidence, both oral and documentary, and all other pertinent documents regarding the proposed request.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the Antioch City Council does hereby make the following findings for approving the proposed General Plan Amendment:

1. The proposed project conforms to the provisions and standards of the General Plan because 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 because the project will provide additional residences and jobs to the City;
3. The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City because the Amendment will result in a logical placement of land uses consistent with the overall intent of the General Plan; and

4. The proposed project will not cause environmental damage because the Albers Ranch Project Final EIR (SCH# 2021200264) is adequate for addressing the environmental impacts of the proposed project.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND DETERMINED, that the Antioch City Council does hereby APPROVE the General Plan Land Use Map Amendment to the Sand Creek Focus Area of the General Plan to redesignate the project site from Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential/Open Space and Commercial/Open Space and amendments to the General Plan Text to the Sand Creek Focus Area of the General Plan to add the Albers Ranch Sub Area to the Sand Creek Focus (GP-19-04).

* * * * *

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

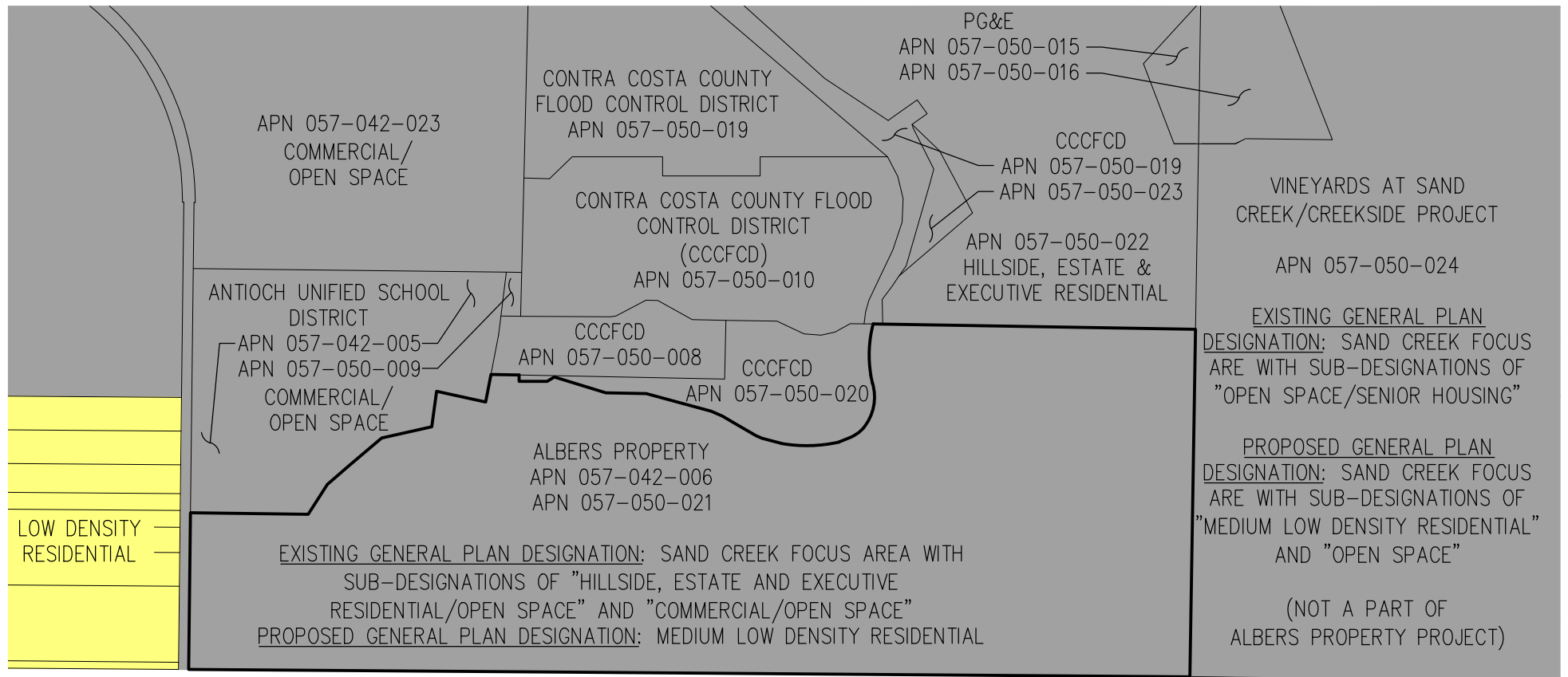
AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



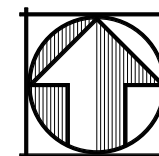
APN 019-120-008
COUNTY AL
(AGRICULTURAL LANDS)

APN 019-120-002
COUNTY AL
(AGRICULTURAL LANDS)

PROPOSED GENERAL PLAN AMENDMENT EXHIBIT SAND CREEK FOCUS AREA ALBERS PROPERTY

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DATE: JANUARY 28, 2020 SCALE: 1" = 600'



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

B4

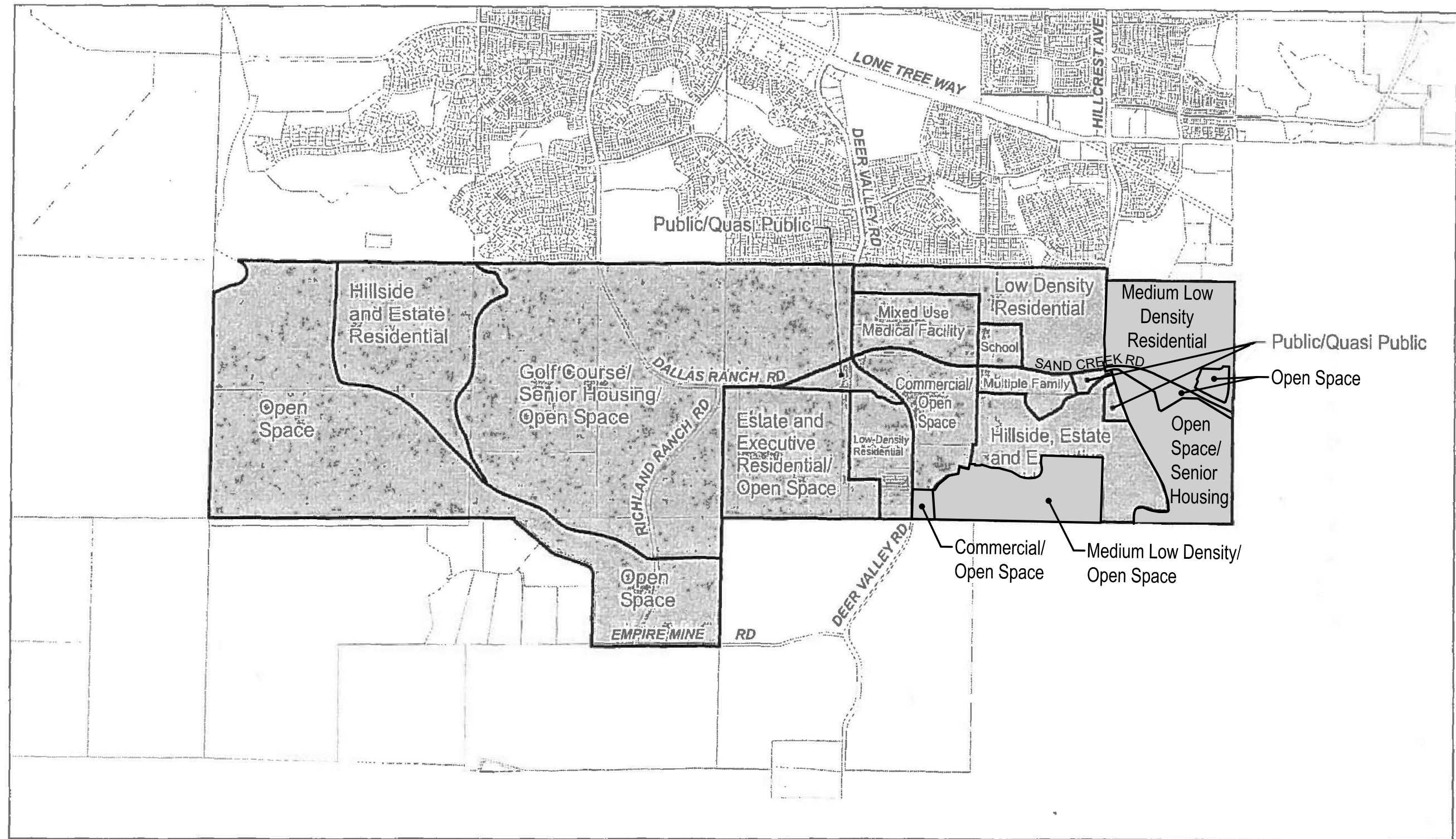


FIGURE 4.8

FIGURE 4.8

(REVISED BY CBG, 11/09/15)

(REVISED BY CBG, 02/25/21)

City of Antioch
General Plan

Sand Creek Focus Area

LSA

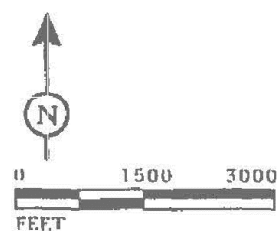


EXHIBIT “B”

Albers Ranch Sub-Area

4.4.6.7.1 Albers Ranch. The Albers Ranch Sub-Area encompasses approximately 96.5 acres of the Sand Creek Focus Area in the southern portion of the City of Antioch (Figure 4.8).

This Sub-Area is located immediately east of Deer Valley Road, south of Sand Creek.

a. Purpose and Primary Issues. The Albers Ranch Sub-Area is generally rectangular, with the southern, western, and eastern boundary lines linear, and the north property line meandering in and out towards the west and linear towards the east. Albers Ranch consists of generally rolling terrain that falls from west to east. Albers Ranch borders the Contra Costa County Flood Control and Water Conservation District Upper Sand Creek Basin to the north, the Shadow Lakes development in Brentwood to the East, Deer Valley Road to the immediate west, and unincorporated, undeveloped property to the south. Slopes vary from less than 25 percent near the center and northeast corner of the property to less than 10 percent on the west side and eastern valley floor. The Albers Ranch property has been primarily covered with native vegetation, and historic aerial photos show the property has been dry-land farmed and/or disked for the majority of the last 100 years.

b. Policy Direction. The Albers Ranch Sub-Area is part of the large-scale planned community intended for the Sand Creek Focus Area. Albers Ranch is intended to be a diverse multi-generational community consisting of up to 300 homes with neighborhoods for families and seniors and, upon issuance of a conditional use permit, could include an assisted living facility and neighborhood commercial land uses, all on approximately 52.8 acres of the property (~ 55%). The remaining approximately 43.7 acres of the property (~ 45%) will be preserved as open space.

Within the Albers Ranch Sub-Area, assisted living is housing with no limit on the length of stay, that is occupied by a target population. Assisted living is linked to an on-site or off-site service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Within the Albers Ranch Sub-Area, neighborhood commercial consists of retail uses that provide goods and services to the immediate residential neighborhood area.

This community will create its “fair share” of infrastructure within the Sand Creek Focus Area with primary access from Hillcrest Avenue to the east and secondary access off Deer Valley Road to the west, and emergency vehicle access from the property to the southern extension of Hillcrest Avenue to the east.

The following policies apply to development within the Albers Ranch Sub-Area.

1. As a means of expanding the range of housing choice within Antioch, 300 units of Medium Low Density single-family homes with different lot sizes from 3,600 to 9,201 square foot lots may be constructed in the Albers Ranch Sub-Area. The anticipated population density for this land use type is fourteen to eighteen persons per acre developed with residential uses. In addition, upon the issuance of a conditional use permit and appropriate compliance with the California Environmental Quality Act, the

project may also include an assisted living facility and neighborhood commercial land uses.

2. Albers Ranch Sub-Area landforms with slopes of greater than 50% shall be preserved in their natural condition with no mass grading. Overall, a minimum of 45 percent of the Albers Ranch Sub-Area shall be preserved in open space.
 3. Because of the sensitivity of the habitat areas within the Albers Ranch Sub-Area and to provide for mitigation of biological resources as well as for the long-term management of 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 property.
 4. All areas designated as "Open Space" within the Albers Ranch Sub-Area may be utilized for mitigation for loss of grassland and other project-level impacts by projects within the Sub-Area.
 5. Chaparral, scrub, and rock outcrop shall be retained in natural open space contiguous to the required grassland linkage to function as a buffer and protect the grassland linkage south of the chaparral, scrub, and outcrop community.
 6. Project entry, streetscape, and landscape design elements are to be designed to create and maintain a strong identification of the Albers Ranch Sub-Area as an identifiable "community" distinct from Southeast Antioch.
 7. Neighborhood amenities may be privately maintained for the exclusive use of project residents.
 8. Development of an appropriate level of pedestrian and bicycle circulation throughout the community is to be provided, including pathways connecting the residential neighborhoods, as well as non-residential and recreational components of the community. Trails shall be designed so as to avoid impacting sensitive plant and amphibian habitats, as well as water quality.
- c. **Albers Ranch Hillside Design Policies.** The following Hillside Design Policies shall apply within the Albers Ranch Sub-Area:
1. Design hillside development to be sensitive to existing terrain, views, and significant natural landforms and features.
 2. Development within hillside areas shall be designed to protect important natural features and to minimize the amount of grading to the extent feasible to support the project objectives. To this end, surface grading shall conform to the following guidelines. Remedial grading such as repair of a landslide or corrective work needed to achieve soil stability will be as directed by the project geotechnical engineer.

- Slopes less than 25%:

Redistribution of earth over large areas may be permitted.

- Slopes between 25% and 35%:

Some grading may occur, but landforms need to retain their natural character. Split-level designs and clustering are encouraged as a means of avoiding the need for large padded building areas.

- Slopes between 35% and 50%:

Development and limited grading can occur only if it can be demonstrated that safety hazards, environmental degradation, and aesthetic impacts will be substantially avoided. Structures shall blend with the natural environment through their shape, materials, and colors. Impact of traffic and roadways is to be minimized by following natural contours or using grade separations. The use of larger lots, variable setbacks, and variable building structural techniques such as stepped or post and beam foundations are encouraged.

- Slopes greater than 50%:

Except in small, isolated locations, development in areas with slopes greater than 50% should be avoided.

3. Manufactured slopes in excess of five vertical feet (5') shall be landform graded. "Landform grading" is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical planes designed to simulate the appearance of surrounding natural terrain. Grading plans shall identify which slopes are to be landform graded and which are to be conventionally graded.
4. The overall project design/layout of hillside development shall adapt to the natural hillside topography and maximize view opportunities to, as well as from the development.
5. Grading of ridgelines is to be avoided wherever feasible, siting structures sufficiently below ridgelines so as to preserve unobstructed views of a natural skyline. In cases where application of this performance standard would prevent construction of any structures on a lot of record, obstruction of views of a natural skyline shall be minimized through construction techniques and design, and landscaping shall be provided to soften the impact of the new structure.
6. Hillside site design should maintain an informal character with the prime determinant being the natural terrain. This can be accomplished by:
 - utilizing variable setbacks and structure heights, innovative building techniques, and retaining walls to blend structures into the terrain, and
 - allowing for different lot shapes and sizes.
7. Buildings should be located to preserve existing views and to allow new dwellings access to views similar to those enjoyed from existing dwellings.
8. Streets should follow the natural contours of the hillside to minimize cut and fill, permitting streets to be split into two one-way streets in steeper areas to minimize

grading and blend with the terrain. Cul-de-sacs or loop roads are encouraged where necessary to fit the terrain. On- street parking and sidewalks may be eliminated, subject to City approval, to reduce required grading.

9. Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state.
10. Project design should maximize public access to open space areas by:
 - providing open space easements between lots or near the end of streets or cul-de-sacs; and
 - designating public pathways to scenic vistas.
11. Permit the use of small retaining structures when such structures can reduce grading, provided that these structures are located and limited in height so as not to be a dominant visual feature of the parcel.
 - Where retaining walls face public streets, they should be faced with materials that help blend the wall into the natural character of the terrain.
 - Large retaining walls in a uniform plane should be minimized. Break retaining walls into elements and terraces, and use landscaping to screen them from view.
12. Lot lines shall be placed at the top of slopes to facilitate maintenance by the down slope owner, who has the greater “stake” in ensuring the continued integrity of the slope.
13. The overall scale and massing of structures shall respect the natural surroundings and unique visual resources of the area by incorporating designs which minimize bulk and mass, follow natural topography, and minimize visual intrusion on the natural landscape.
 - The overall height of a building is an important aspect of how well it fits into the existing character of the neighborhood and its hillside environment. Houses should not be excessively tall so as to dominate their surroundings or create a crowded appearance in areas of small lots. Structures should generally be stepped down hillsides and contained within a limited envelope parallel to the natural grade, rather than “jutting out” over natural slopes.
 - Building forms should be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character.
 - Building facades should change plane or use overhands as a means to create changing shadow lines to further break up massive forms.

- Wall surfaces facing towards viewshed areas should be minimized through the use of single story elements, setbacks, roof pitches, and landscaping.
14. Collective mass rooflines and elements should reflect the naturally occurring topographical variation, or create an overall variety, that blends with the hillside.
 15. Based upon the graphic principle that dark colors recede and light colors project, medium to dark colors which blend with the surrounding environment should be used for building elevations and roof materials in view-sensitive areas.
 16. Architectural style, including materials and colors, should be compatible with the natural setting. The use of colors, textures, materials and forms that will attract attention by contrasting or clashing with other elements in the neighborhood is to be avoided. No one dwelling should stand out.
 17. The interface between development areas within the ULL and open space is critical and shall be given special attention. Slope plantings should create a gradual transition from developed slope areas into natural areas. By extending fingers of planting into existing and sculptured slopes, the new landscape should blend in with the natural vegetation.
 18. For fire prevention purposes, a fuel modification zone shall be provided between natural open space and development.
 19. New development shall be conditioned upon:
 - the preparation and recordation of a declaration of covenants, conditions and restrictions providing for the development and maintenance of manufactured slopes;
 - in the case of a parcel map or subdivision, the subdivider supplying a program and/or staff for preventive maintenance of major manufactured slope areas. Such program must be approved prior to approval of a final map, and shall include homeowner slope maintenance requirements and guidelines to be incorporated into the declaration of covenants, conditions and restrictions.

Table 4.A - Appropriate Land Use Types

	Estate Residential	Low Density Residential	Medium Low Density Residential	Medium Density Residential	High Density Residential	Convenience Commercial	Neighborhood/Community Comm.	Regional Commercial	Sommerville Road Commercial	SR-4/SR-160 Frontage Comm.	Marina/Support Services	Rivertown Commercial	"A" Street Commercial/Office	Mixed Use	Mixed Use Medical Facility	Office	Business Park	Eastern Waterfront Business Park	Light Industrial
Residential Care Facilities. While largely residential in character, residential care facilities are distinguished from other residential use types in that care facilities combine a variety of medical care, supervision, or medical assistance services with housing. State law exempts certain small residential care facilities from local regulation, and can locate anywhere permitted by law.			✓ ¹		✓	✓								✓	✓				

1 Allowed only upon the issuance of a conditional use permit.

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

Land Uses	Single-Family (Dwelling Units)	Multi-Family (Dwelling Units)	Commercial/ Office (sq.ft.)	Business Park/ Industrial (sq.ft.)
Residential				
Estate Residential	915	-	-	-
Low Density Residential	4,944	-	-	-
Medium Low Density Residential	22,333	-	-	-
Medium Density Residential	831	1,247	-	-
High Density Residential		4,817	-	-
Subtotal	29,023	6,064	-	-
Commercial				
Convenience Commercial	-	-	341,449	-
Neighborhood Community Commercial	-	-	4,563,853	-
Albers Ranch Assisted Living/Neighborhood Commercial ²	-	-	-	-
Office	-	-	2,154,679	-
Subtotal	-	-	7,059,981	-
Industrial				
Business Park	-	-		8,647,651
Special				
Mixed Use	-	279	606,885	
Public Institutional	-	-	-	5,968,350
Open space	-	-	-	-
Subtotal	-	279	606,885	5,968,350
Focus Areas¹				
A Street Interchange Focus Area	124	-	2,110,165	-
East Lone Tree Specific Plan Focus Area	1,100	250	1,135,000	2,152,300
Eastern Waterfront Employment Focus Area	12	248	268,051	13,688,023
Ginocchio Property Focus Area	-	-	-	-
Downtown Specific Plan Focus Area	1,065	1,221	3,927,420	82,019
Roddy Ranch Focus Area	600	100	225,000	-
Hillcrest Station Area Focus Plan		2,500	2,500,000	
Sand Creek Focus Area	3,537	433	1,240,000	-
<u>Albers Ranch Sub-Area</u>	<u>300³</u>	-	-	-
Western Antioch Commercial Focus Area	-	-	8,67,751	4,195,114
Western Gateway Focus Area	-	460	215,216	-
Subtotal	6,439	5,570	20,845,130	15,922,342
TOTAL	35,462	11,912	28,511,966	30,538,343

Population
Employed Population
Total Jobs
Retail Jobs
Non-Retail Jobs

150,175
84,098
107,378
21,476
85,902
0.72

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

² Allowed only upon issuance of a conditional use permit.

³ Figure indicated represents a subset of the maximum permitted development intensity in the Sand Creek Focus Area.

Jobs/Population Ratio

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

Land Uses	Single-Family (Dwelling Units)	Multi-Family (Dwelling Units)	Commercial/ Office (sq.ft.)	Business Park/ Industrial (sq.ft.)
Residential				
Estate Residential	915	-	-	-
Low Density Residential	4,944	-	-	-
Medium Low Density Residential	22,333	-	-	-
Medium Density Residential	831	1,247	-	-
High Density Residential	-	4,817	-	-
Subtotal	29,023	6,064	-	-
Commercial				
Convenience Commercial	-	-	341,449	-
Neighborhood Community Commercial	-	-	4,563,853	-
Albers Ranch Assisted Living/Neighborhood Commercial ¹	-	-	-	-
Office	-	-	7,059,981	-
Subtotal	-	-	11,965,283	-
Industrial				
Business Park	-	-	-	8,647,651
	-	-	-	-
Special				
Mixed Use	-	279	606,885	-
Public Institutional	-	-	-	5,968,350
Open space	-	-	-	-
Subtotal	-	279	606,885	10,655,359
Focus Areas²				
A Street Interchange Focus Area	124	-	2,110,165	-
East Lone Tree Specific Plan Focus Area	1,100	250	1,135,000	2,152,300
Eastern Waterfront Employment Focus Area	12	248	25,000	16,486,808
Ginochio Property Focus Area	400	-	-	-
Downtown Specific Plan Focus Area	1,065	1,221	3,927,420	82,019
Roddy Ranch Focus Area	600	100	225,000	-
Hillcrest Station Area Specific Plan Focus Area	-	2,500	2,500,000	-
Sand Creek Focus Area	3,537	433	1,240,000	-
<i>Albers Ranch Sub-Area</i>	<i>300³</i>	<i>-</i>	<i>-</i>	<i>-</i>
Western Antioch Commercial Focus Area	-	358	9,224,280	-
Western Gateway Focus Area	-	460	215,216	-
Subtotal	6,839	5,570	20,845,130	41,984,779
TOTAL	35,862	11,912	33,417,298	41,984,779

Population

Employed Population

Total Jobs

Retail Jobs

Non-Retail Jobs

Jobs/Population Ratio

151,443

84,808

150,804

30,161

120,643

1.00

¹ Allowed only upon issuance of a conditional use permit.² Figures indicated represent the maximum permitted development intensity. The actual yield of future development is not guaranteed by the General Plan, but is dependent upon appropriate responses to General Plan policies. The ultimate development yield may be less than the maximums stated in this table.³ Figure indicated represents a subset of the maximum permitted development intensity in the Sand Creek Focus Area.

ATTACHMENT “C”

ORDINANCE NO. XXXX-C-S

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE THE APPROXIMATELY 95.6-ACRE PROJECT SITE (APNs 057- 042-006 AND 057-050-021), FROM STUDY ZONE TO HILLSIDE PLANNED DEVELOPMENT (MDP-19-01) FOR THE ALBERS RANCH PROJECT

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

SECTION 1:

Pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act (CEQA), on January 28, 2025, the Antioch City Council certified the Environmental Impact Report, Mitigation Monitoring and Reporting Program, AND Statement of Overriding Considerations for the Albers Ranch Project.

SECTION 2:

At its regular meeting of November 20, 2024, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Study Zone (S) to Hillside Planned Development (HPD) District (MDP-19-01) for the Albers Ranch Project.

SECTION 3:

The Master Development Plan/Vesting Tentative Subdivision Map, adopted by City Council Resolution No. 2025-** establishes the land plan to implement the proposed HPD zoning. The real property is attached hereto in Exhibit A, attached hereto, is hereby rezoned from S to HPD District (MDP-19-01) for the Albers Ranch Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APNs 057-042-006 and 057-050-021), known as the Albers Ranch Project, are herein incorporated into this ordinance, and are binding upon said property.

ALBERS RANCH HILLSIDE PLANNED DEVELOPMENT DISTRICT

§ 9-5.xxxx Purpose.

- A. The Albers Ranch Hillside Planned Development District (“Albers Ranch District”) is intended to implement the General Plan's stated vision for the development of the land in the Sand Creek Focus Area east of Deer Valley Road, adjacent to Dozier Libby High School, the Aviano residential project, and the Vineyard residential project on Heidorn

Ranch Road, and inside the existing boundaries of the voter-approved Urban Limit Line (“ULL”).

- B. The Albers Ranch District provides flexible development standards designed to ensure the development of the District as a master planned community that preserves significant features of hillside areas such as drainage swales, streams, steep slopes, ridgelines, rock outcroppings, and native vegetation. The Albers Ranch District shall be defined principally by medium low-density single-family residential along with natural and recreational open spaces. The development standards applicable to the Albers Ranch District are provided below.

§ 9-5.xxxx Residential Uses

A. Single-Family Medium Low-Density

1. Purpose and application

- (a) 45' x 80' lots

This designation is for medium low-density lots with a minimum lot size of 3,600 square feet, on a combination of graded, partially graded, or sloping lots consistent with the retention of the natural character of the terrain.

- (b) 50' x 90' lots

This designation is for medium low-density lots with a minimum lot size of 4,500 square feet on a combination of graded, partially graded, or sloping lots consistent with the retention of the natural character of the terrain.

2. Property development standards

	45' x 80' lots	50' x 90' lots
Minimum Lot Size	3,600 sf	4,500 sf
Minimum width, internal lot	45 ft.	50 ft.
Minimum width, corner lot	50 ft.	55 ft.
Minimum lot depth	80 ft.	90 ft.
Minimum setbacks¹		
Front (covered porch)	10 ft.	10 ft.
Front (living area)	12 ft.	12 ft.
Front (garage w/o sidewalk)	18 ft.	18 ft.
Front (garage w/ sidewalk) ²	20 ft.	20 ft.
Rear (average)	12 ft.	12 ft.
Rear	10 ft.	10 ft.
Side ³	4 ft.	4 ft.
Side (corner lot)	9 ft.	9 ft.
Side (porch at corner lot)	5 ft.	5 ft.
Rear (covered patio)	5 ft.	5 ft.

Footnotes:

1. Chimneys, fireplaces, accent walls or pilasters, bay windows, eaves, or similar architectural projections may encroach 2' into the required setback.
2. Second floor living space located above a garage may adhere to front setback guidelines.
3. Air conditioning condensers are allowed in side yard setbacks.

3. Permitted uses

Home occupations	P
Second residential unit	P
Single-family dwelling	P
Age-restricted housing	P
Residential community amenity (community center, fitness center/pool)	P
Open space	P
Parks and park facilities, public and private	P
Trail/Trailhead facilities	P
Storm Drainage facilities	P
Resource protection / restoration	P
Model homes	P
Sales, leasing office, and trailers	P
Temporary construction building and uses	P

§ 9-5.xxxx Assisted Living/Neighborhood Commercial Uses

A. Assisted Living

The Assisted Living zone is intended to serve primarily the Albers Ranch neighborhood and the immediate community

1. Property development standards

Determined through the conditional use permit process.

2. Permitted uses

Determined through the conditional use permit process.

B. Neighborhood Commercial

1. Purpose and application

The Neighborhood Commercial zone is intended to serve primarily the Albers Ranch neighborhood and the immediate community, providing retail goods, food/drug, eating establishments, professional services for daily needs, and other similar commercial uses.

2. Property development standards

Consistent with the C-2 Neighborhood Commercial zoning district standards in the City's existing zoning ordinance

3. Permitted uses

Consistent with the C-2 Neighborhood Commercial zoning district standards in the City's existing zoning ordinance

§ 9-5.xxxx Open Space Uses

A. Open Space/Recreation

1. Purpose and application

The Open Space/Recreation zone is to provide for the establishment of open space areas to protect natural resources, provide stormwater drainage, to create parks for recreation and community gathering, and key landscape areas to provide community enhancement and connectivity.

2. Property development standards

N/A

3. Permitted uses

Open space	P
Trail/Trailhead facilities	P
Storm Drainage facilities	P
Resource protection / restoration	P

SECTION 5:

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

SECTION 6:

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

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 28th of January 2025, and passed and adopted at a regular meeting thereof, held on the ____ of _____, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROWLAND BERNAL JR.
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

REZONE LEGAL DESCRIPTION

LEGAL DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel D, as shown on the Parcel Map M.S. 55-83, filed May 14, 1985, Book 116 of Parcel Maps, Page 1, Contra Costa County Records.

EXCEPTING THEREFROM the parcel of land described in the Deed to John T. Camara et ux, recorded July 23, 1987, Book 13791, Page 835, Official Records; said parcel of land being also shown on the Record of Survey Lot Line Adjustment filed June 30, 1987, Book 83 of Licensed Surveyor's Maps, Page 50, Contra Costa County Records.

FURTHER EXCEPTING THEREFROM: That portion of land as described in the Final Order of Condemnation by the Contra Costa County Flood Control and Water Conservation District, recorded August 16, 2012, Series No. 2012-0198173, Official Records.

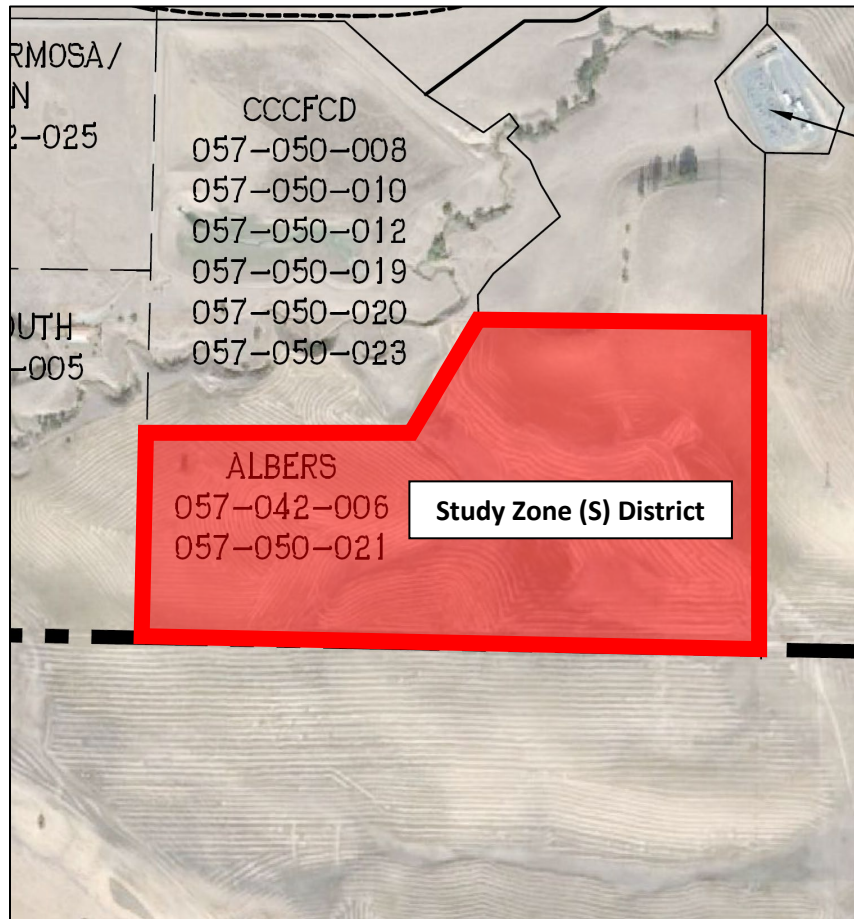
Also Excepting therefrom:

All oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas and minerals, now or hereafter found, situated or located in all or any part or portion of the lands described herein lying more than five hundred feet (500') below the surface thereof, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons and chemical gas and minerals, lying below a depth of 500 feet (500') below the surface thereof; but without rights whatsoever to enter upon the surface thereof, as reserved in the Grant Deed recorded August 31, 2010, Series No. 2010-0182953, Official Records.

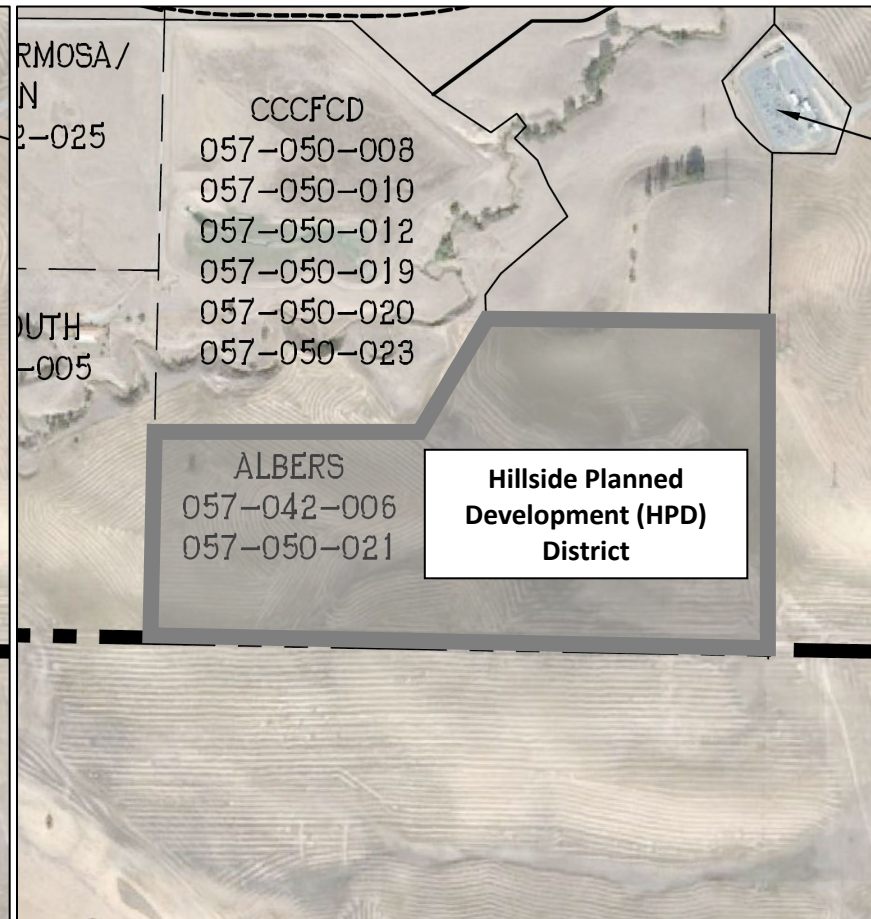
APN: 057-050-021 and 057-042-006

Proposed Rezone Exhibit

Existing Zoning



Proposed Zoning



ATTACHMENT “D”

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE ADOPTION OF THE VESTING TENTATIVE SUBDIVISION MAP, MASTER DEVELOPMENT PLAN (MDP-19-01), AND RESOURCE MANAGEMENT PLAN FOR THE ALBERS RANCH PROJECT

WHEREAS, the City of Antioch (“City”) received an application from Lucia Albers (“Applicant”) seeking City approval of the following: a General Plan Amendment for purposes of amending the City of Antioch General Plan Land Use Map and General Plan Text Amendments; a Master Development Plan/Rezone; Vesting Tentative Subdivision Map; and Resource Management Plan for the development of 294 single-family residential units, a future assisted living facility, and neighborhood commercial uses on approximately 96.5 acres, known as the Albers Ranch Project (“Project”) (GP-19-04, MDP-19-01);

WHEREAS, The Project site is in the southeastern section of the City, east of the Deer Valley Road and Deer Hill Lane intersection within the Sand Creek Focus Area (APNs 057-042-006 and 057-050-021);

WHEREAS, the Project consists of a 294 planned residential community with future development of an assisted living facility and neighborhood commercial development upon issuance of a future Conditional Use Permit (CUP) on approximately 47.4 acres of the total 96.5-acre project site consisting of approximately 31.2 acres of single-family residences, 13.2 acres of private roadway improvements, and 3.0 acres for the assisted living facility and neighborhood commercial. The remaining 49.1 acres would be used for parks, open space, recreation, and water quality/detention purposes;

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, on January 28, 2025 the Antioch City Council certified the Final EIR (SCH # 2021100264), its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR;

WHEREAS, on January 28, 2025 the Antioch City Council approved the General Plan Land Use Map Amendment to the Sand Creek Focus Area of the General Plan to redesignate the project site from Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential/Open Space and Commercial/Open Space and amendments to the General Plan Text to the Sand Creek Focus Area of the General Plan to add the Albers Ranch Sub Area to the Sand Creek Focus (GP-19-04);

WHEREAS, on January 28, 2025 the Antioch City Council introduced and waived the first reading of the ordinance to rezone the project site from Study Zone (S) to Hillside Planned Development (HPD) for the Project;

WHEREAS, on November 20, 2024 the Antioch Planning Commission recommended City Council approve the proposed Vesting Tentative Subdivision Map, Master Development Plan (MDP-19-01), and Resource Management Plan for the Albers Ranch Project, as conditioned;

WHEREAS, the proposed project requires approval of a Vesting Tentative Subdivision Map (attached hereto as Exhibit A) to subdivide the 96.5-acre project site into 294 single-family residential lots, 13.2 acres of private roadway improvements, 3.0 acres for assisted living and neighborhood commercial uses, and 49.1 acres of parks, open space, recreation, and water quality/detention purposes;

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 (attached hereto as Exhibit B);

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on January 17, 2025 for the Antioch City Council public hearing held on January 28th, 2025; and

WHEREAS, on January 28, 2025, the Antioch City Council duly held a public hearing on the matter, received presentation by City staff, and considered evidence, both oral and documentary, and all other pertinent documents regarding the proposed request.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the Antioch City Council does hereby make the following findings for approving the 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 project site has a General Plan Designation of Medium Low Density Residential/Open Space and Commercial/Open Space and is zoned Hillside 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 conform to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.

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

NOW, THEREFORE, BE IT FURTHER RESOLVED AND DETERMINED, that the Antioch City Council does hereby APPROVE the proposed Vesting Tentative Subdivision Map, Master Development Plan (MDP-19-01), and Resource Management Plan for the Albers Ranch Project, subject to the conditions of approval attached hereto as Exhibit C.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 28th day of January 2025 by the following vote:

AYES:

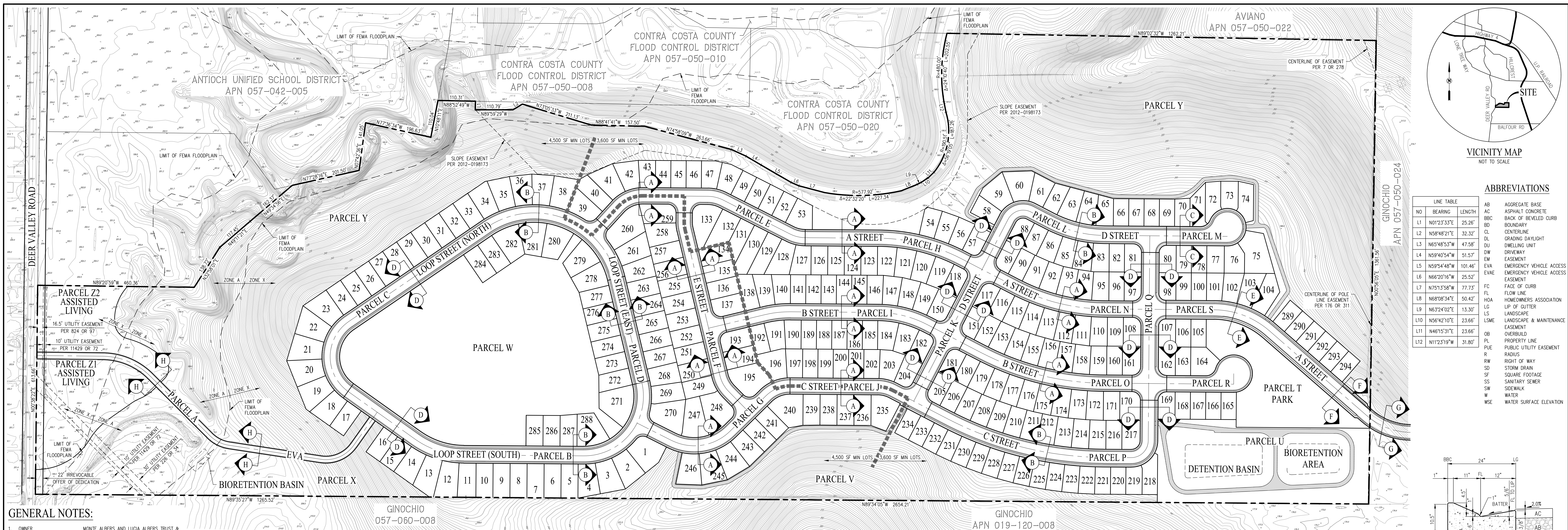
NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

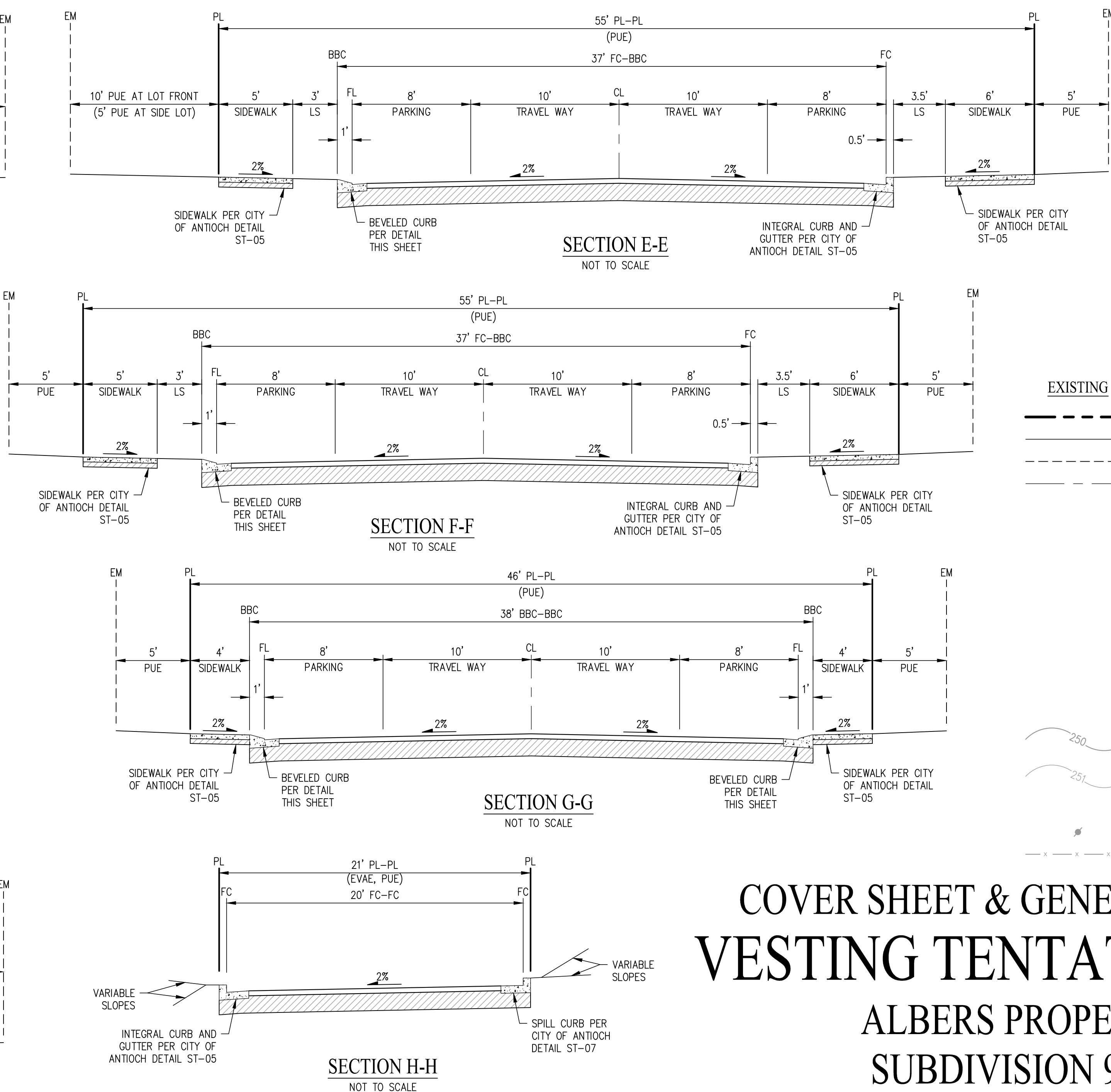
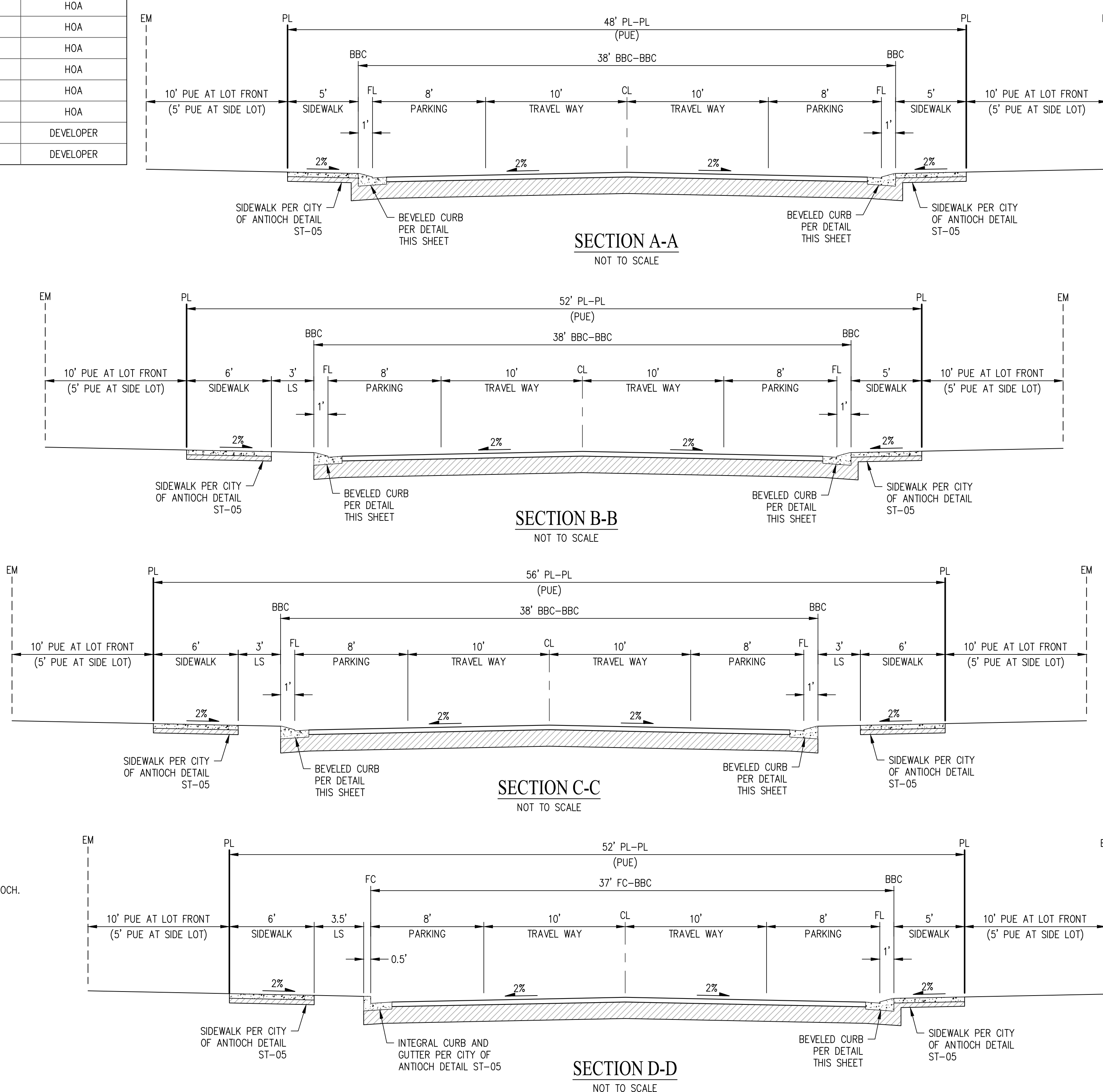
EXHIBIT A



GENERAL NOTES:

- | 1. OWNER: | MONTE ALBERS AND ALICIA ALBERS TRUST & ELIZABETH ANN IMANIACONE LIVING TRUST
(925) 779-0397
LUCA ALBERS | <div>PARCEL SUMMARY</div> <table> <tr> <th>PARCEL</th><th>LAND USE</th><th>AREA</th></tr> <tr> <td>A-S</td><td>PRIVATE STREETS/EVA</td><td>13.24 AC</td></tr> <tr> <td>T</td><td>PARK</td><td>1.54 AC</td></tr> <tr> <td>U</td><td>WATER QUALITY</td><td>3.34 AC</td></tr> <tr> <td>V</td><td>OPEN SPACE</td><td>3.94 AC</td></tr> <tr> <td>W</td><td>OPEN SPACE</td><td>7.14 AC</td></tr> <tr> <td>X</td><td>OPEN SPACE/WATER QUALITY</td><td>3.94 AC</td></tr> <tr> <td>Y</td><td>OPEN SPACE</td><td>29.44 AC</td></tr> <tr> <td>Z1</td><td>ASSISTED LIVING</td><td>17.41 AC</td></tr> <tr> <td>Z2</td><td>ASSISTED LIVING</td><td>1.34 AC</td></tr> </table> | PARCEL | LAND USE | AREA | A-S | PRIVATE STREETS/EVA | 13.24 AC | T | PARK | 1.54 AC | U | WATER QUALITY | 3.34 AC | V | OPEN SPACE | 3.94 AC | W | OPEN SPACE | 7.14 AC | X | OPEN SPACE/WATER QUALITY | 3.94 AC | Y | OPEN SPACE | 29.44 AC | Z1 | ASSISTED LIVING | 17.41 AC | Z2 | ASSISTED LIVING | 1.34 AC |
|-------------------------|---|--|--------|----------|------|-----|---------------------|----------|---|------|---------|---|---------------|---------|---|------------|---------|---|------------|---------|---|--------------------------|---------|---|------------|----------|----|-----------------|----------|----|-----------------|---------|
| PARCEL | LAND USE | AREA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A-S | PRIVATE STREETS/EVA | 13.24 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T | PARK | 1.54 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| U | WATER QUALITY | 3.34 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| V | OPEN SPACE | 3.94 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| W | OPEN SPACE | 7.14 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| X | OPEN SPACE/WATER QUALITY | 3.94 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Y | OPEN SPACE | 29.44 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z1 | ASSISTED LIVING | 17.41 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z2 | ASSISTED LIVING | 1.34 AC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. APPLICANT/DEVELOPER: | HILLSIDE GROUP LLC
(925) 779-0397
LUCA ALBERS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. CIVIL ENGINEER: | CARLSON, BARBEE & OBSON, INC.
2833 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
(925) 866-0322
JASON D. VOGAN, RCE 59299 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. SOLIS ENGINEER: | ENVED, INC.
2010 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583
(925) 866-9000
ZAC CRAWFORD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. TOPOGRAPHIC SOURCE: | GEOMAPS INC.
3362 WATERFIELD ROAD
RANCHO CORDOVA, CA 95670
(916) 361-9133 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. CONTOUR INTERVAL: | 1 = FOOT BASED ON NAVD88 (EXISTING & PROPOSED) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. BENCHMARK: | CONTRA COSTA COUNTY BENCHMARK NO. 3583, BEING A BRASS DISK SET IN MONUMENT WELL APPROXIMATELY ONE MILE SOUTH ALONG HEDDORN RANCH ROAD (FORMERLY SAN CREEK ROAD) FROM ITS INTERSECTION WITH LONE TREE WAY, ON THE SOUTH SIDE OF THE ENTRANCE TO THE FORMER SHELBY OIL PUMPING PLANT.
HAVING A COUNTY OF CONTRA COSTA PUBLISHED ELEVATION OF 152.825 FEET (NGVD29) (TO CONVERT TO NAVD88, ADD 2.86 FEET) | <div>EM</div> <div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div> <div>26</div> <div>27</div> <div>28</div> <div>29</div> <div>30</div> <div>31</div> <div>32</div> <div>33</div> <div>34</div> <div>35</div> <div>36</div> <div>37</div> <div>38</div> <div>39</div> <div>40</div> <div>41</div> <div>42</div> <div>43</div> <div>44</div> <div>45</div> <div>46</div> <div>47</div> <div>48</div> <div>49</div> <div>50</div> <div>51</div> <div>52</div> <div>53</div> <div>54</div> <div>55</div> <div>56</div> <div>57</div> <div>58</div> <div>59</div> <div>60</div> <div>61</div> <div>62</div> 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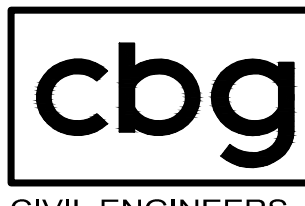
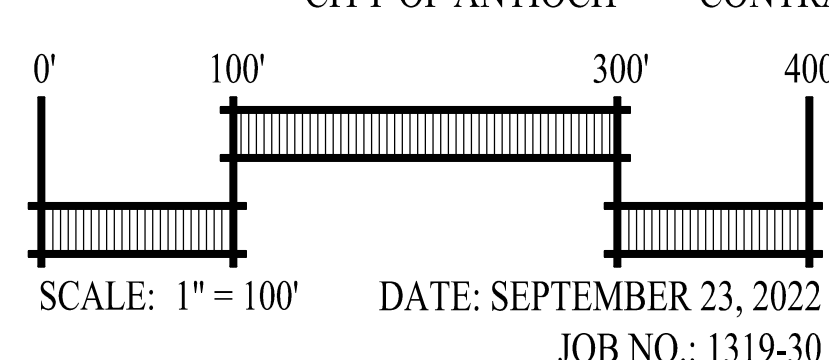
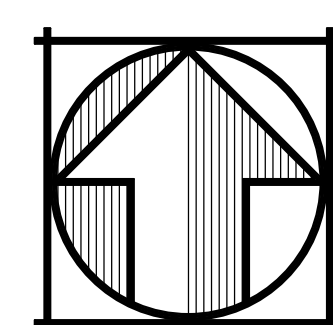
PARCEL SUMMARY			
PARCEL	LAND USE	AREA	OWNER
A-S	PRIVATE STREETS/EVA	13.2± AC	HQA
T	PARK	1.5± AC	HQA
U	WATER QUALITY	3.3± AC	HQA
V	OPEN SPACE	3.9± AC	HQA
W	OPEN SPACE	7.1± AC	HQA
X	OPEN SPACE/WATER QUALITY	3.9± AC	HQA
Y	OPEN SPACE	29.4± AC	HQA
Z1	ASSISTED LIVING	1.7± AC	DEVELOPER
Z2	ASSISTED LIVING	1.3± AC	DEVELOPER



SHEET INDEX	
Sheet Number	Sheet Title
TM1	COVER SHEET & GENERAL NOTES
TM2	DIMENSIONED SITE PLAN
TM3	DIMENSIONED SITE PLAN
TM4	CONCEPTUAL GRADING PLAN
TM5	CONCEPTUAL GRADING PLAN
TM6	UTILITY PLAN
TM7	UTILITY PLAN
TM8	PARKING PLAN
TM9	PARKING PLAN
TM10	ALBERS & CREEKSIDE SHARED INFRASTRUCTURE

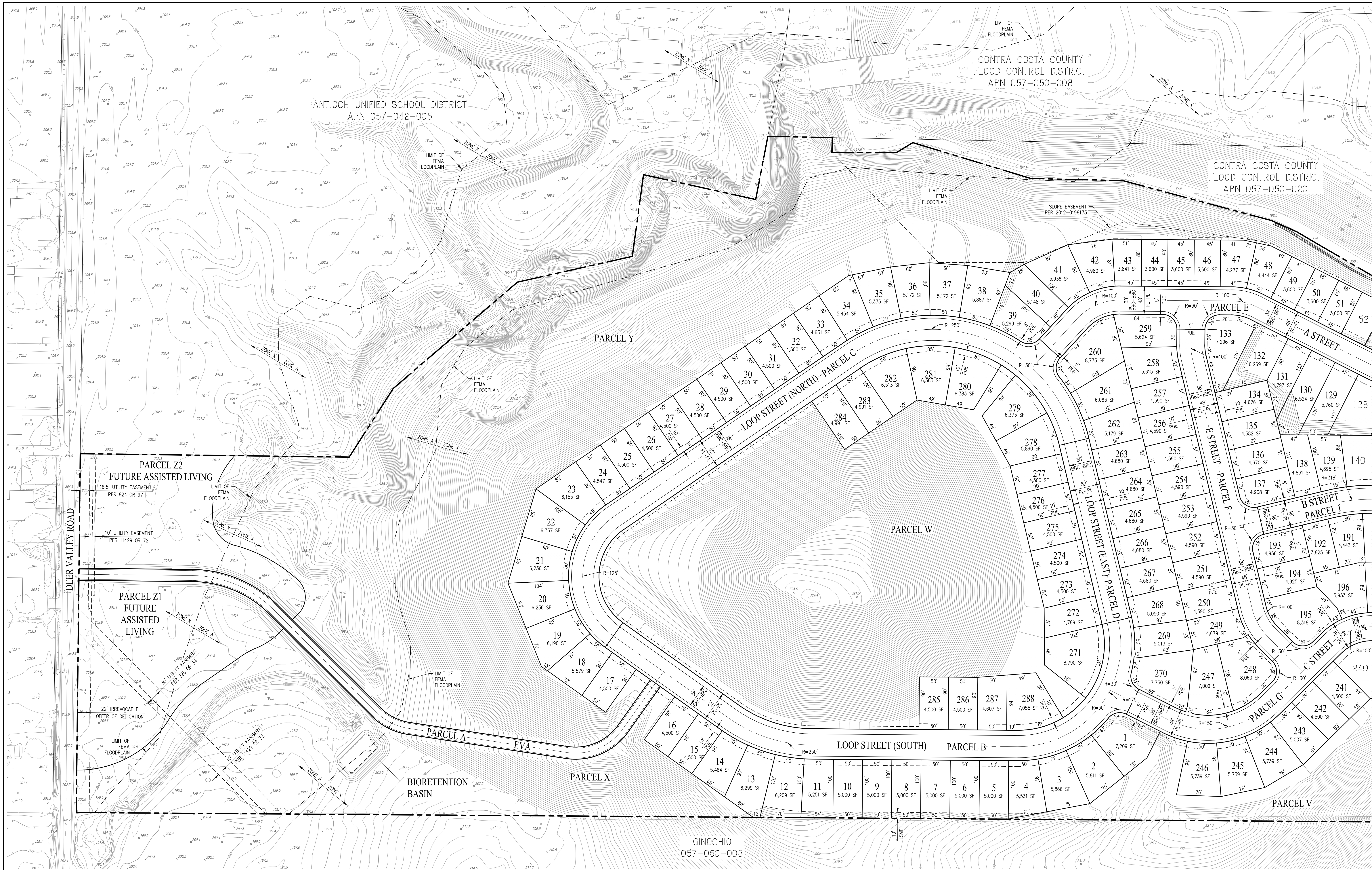
<u>EXISTING</u>	<u>PROPOSED</u>	
— — — — —	— — — — —	PROJECT BOUNDARY
— — — — —	— — — — —	LOT LINE
— — — — —	— — — — —	EASEMENT
— — — — —	— — — — —	CENTERLINE
— — — — —	— — — — —	CURB GUTTER AND SIDEWALK
	— W —	WATER PIPE
	— SS —	SANITARY SEWER PIPE
	— SD —	STORM DRAIN PIPE
	●	STORM DRAIN MANHOLE
	■	STORM DRAIN CATCH BASIN
	◻	STORM DRAIN FIELD INLET
	●	SANITARY SEWER MANHOLE
	⋈	VALVE
	⚡	FIRE HYDRANT
250' —————	250' —————	MAJOR CONTOUR
251' —————	251' —————	MINOR CONTOUR
≡≡≡≡≡≡	≡≡≡≡≡≡	RETAINING WALL
	— — — — —	UTILITY POLE
	— — — — —	FENCE

COVER SHEET & GENERAL NOTES
VESTING TENTATIVE MAP
ALBERS PROPERTY
SUBDIVISION 9515



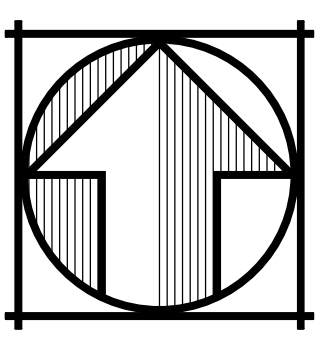
SAN RAMON • (925) 866-0322
SACRAMENTO • (916) 375-1877
WWW.CBANDG.COM

SHEET NO.
TM1
OF 10 SHEETS



SEE SHEET TMS

DIMENSIONED SITE PLAN
VESTING TENTATIVE MAP
ALBERS PROPERTY
SUBDIVISION 9515

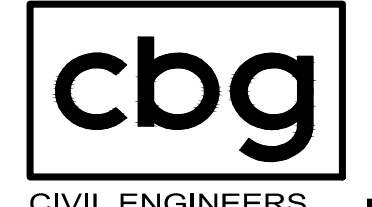


0'60'180'240'

SCALE: 1" = 60'

DATE: SEPTEMBER 23, 2022

JOB NO.: 1319-30



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322

SACRAMENTO • (916) 375-1877

WWW.CBANOG.COM

SHEET NO.

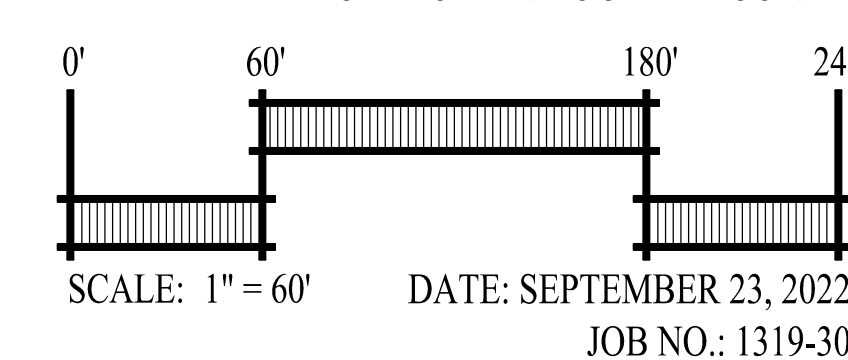
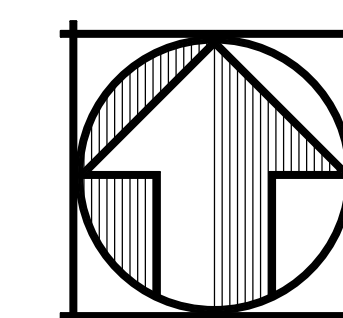
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OF 10 SHEETS

D5



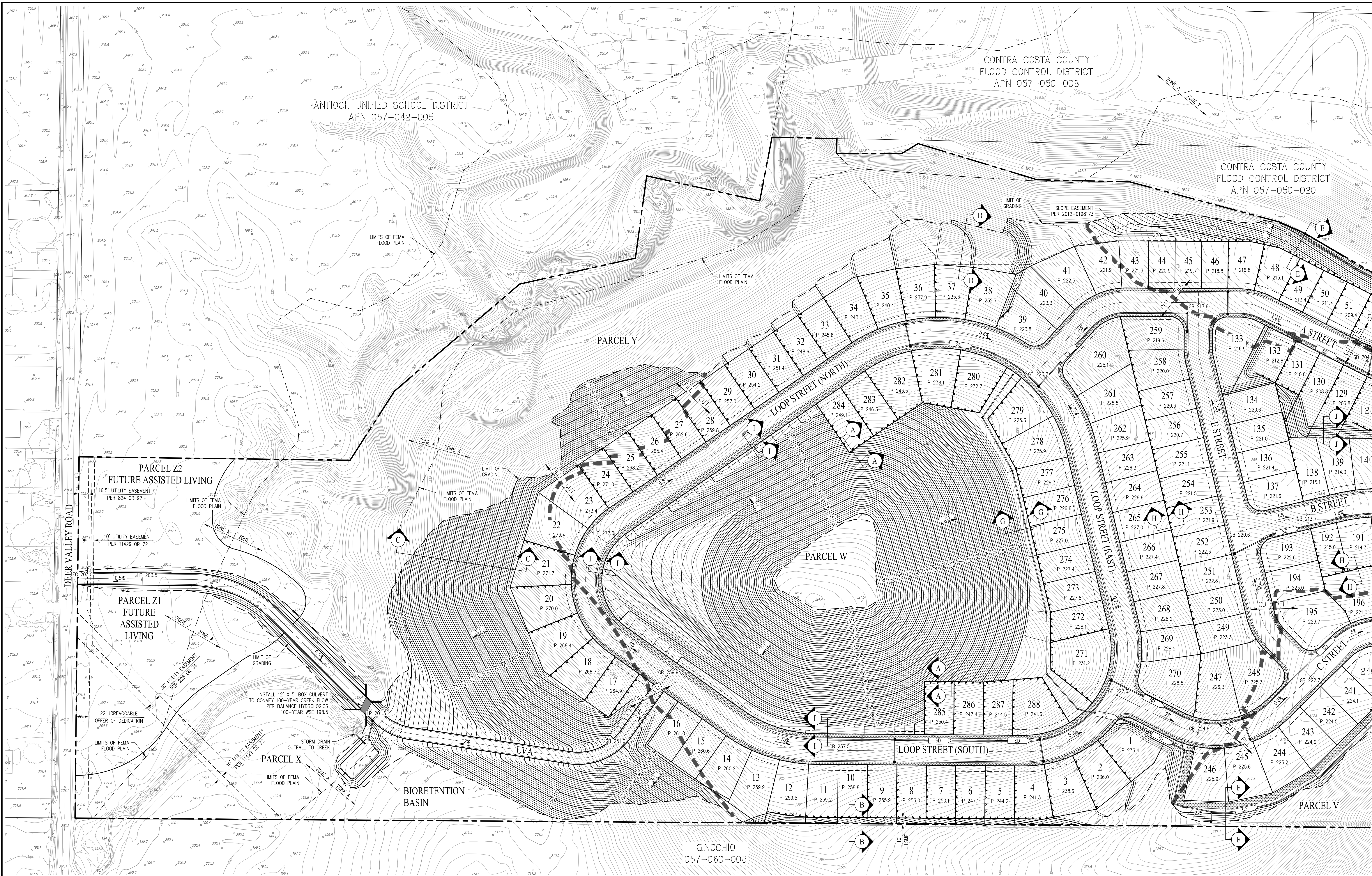
DIMENSIONED SITE PLAN
VESTING TENTATIVE MAP
ALBERS PROPERTY
SUBDIVISION 9515



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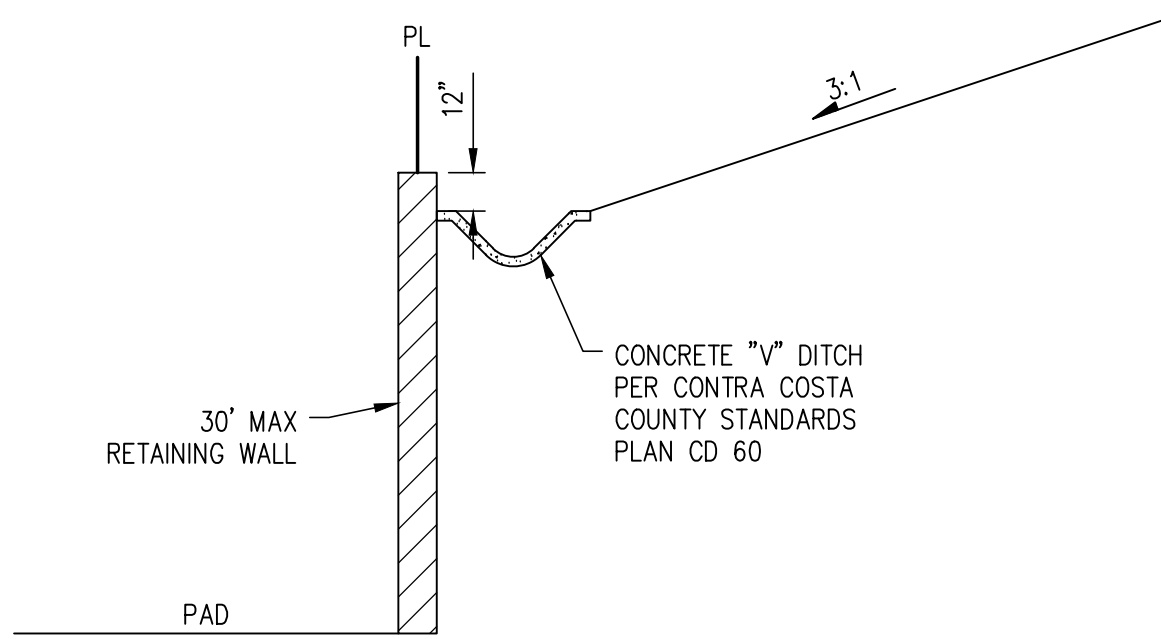
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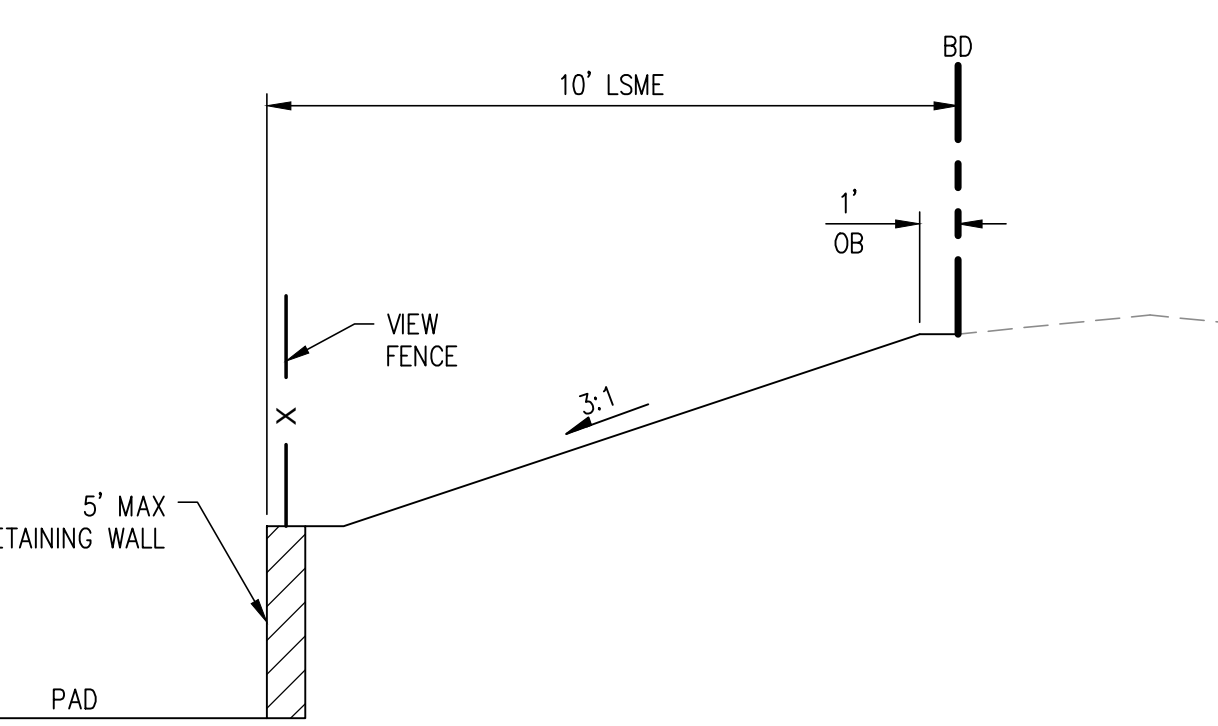
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APPROXIMATE EXPORT	---	308,100
TOTAL	952,100	952,100
NET:		0 CY

- NOTES:
- THE ABOVE ROUGH GRADING EARTHWORK VOLUMES ARE PRELIMINARY AND SUBJECT TO CHANGE.
 - THE ABOVE EARTHWORK VOLUMES ARE RAW VOLUMES FOR ROUGH GRADING ONLY AND DO NOT INCLUDE ANY REMEDIAL GRADING THAT MAY BE REQUIRED BY THE GEOTECHNICAL ENGINEER OR ANY EXPANSION OR CONTRACTION OF NATIVE SOIL.
 - THE EARTHWORK SUMMARY ABOVE DOES NOT INCLUDE RETAINING WALL SPOILS, BIOTENTION UNDERCUT SPOILS, UTILITY SPOILS, PAD SPOILS GENERATED FROM BUILDING PLUMBING AND FOOTING INSTALLATION OR SPOILS GENERATED FROM THE INSTALLATION OF UNDERGROUND UTILITIES OR LANDSCAPE FEATURES.
 - THE GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SAID EARTHWORK QUANTITIES PRIOR TO THE START OF THE GRADING OPERATION.

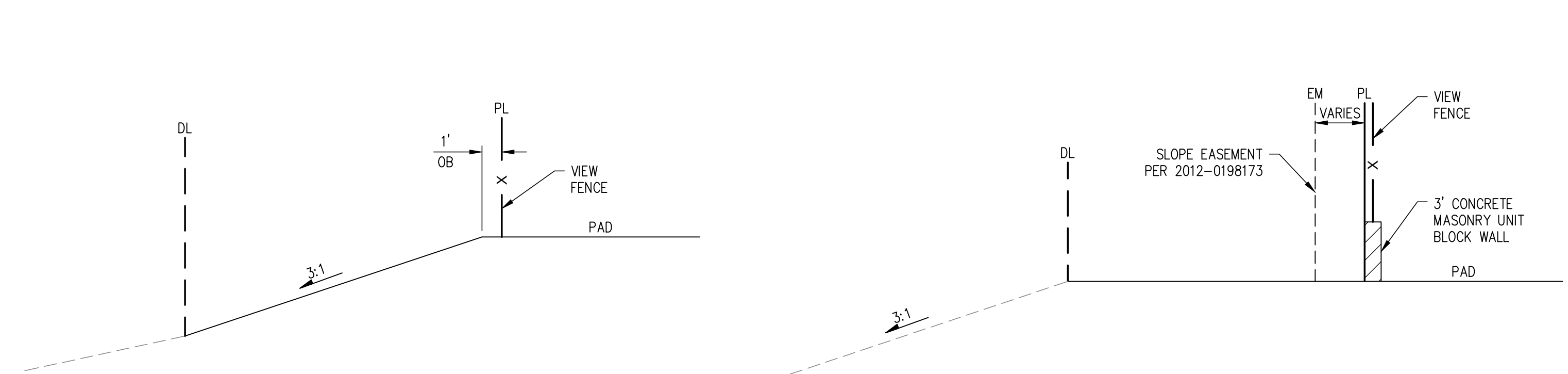
SEE SHEET TMS



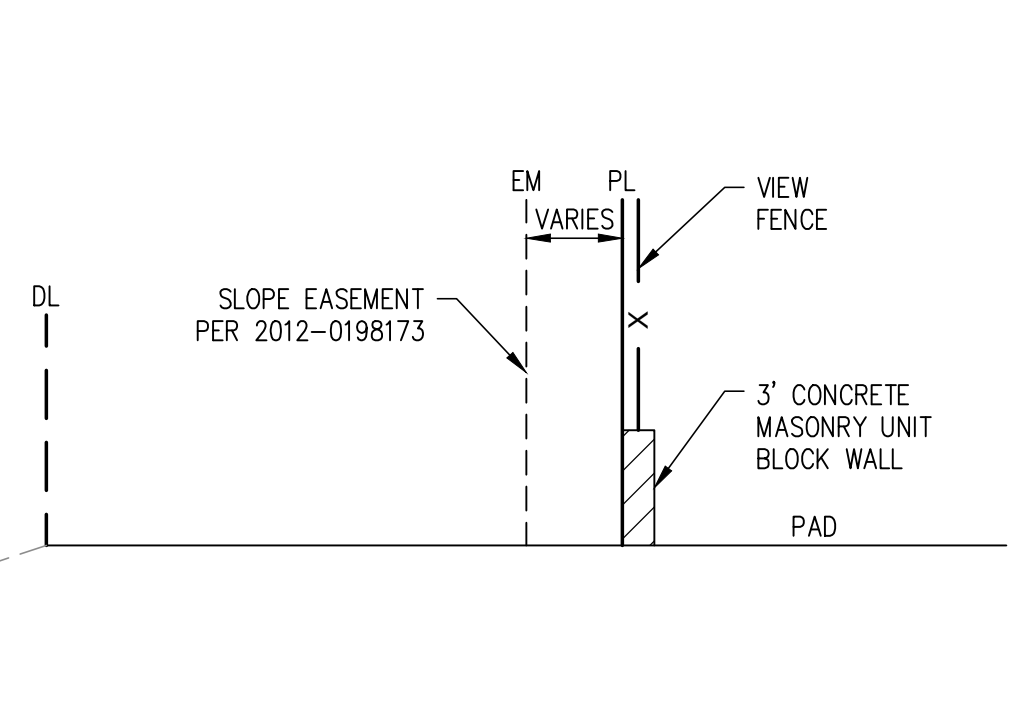
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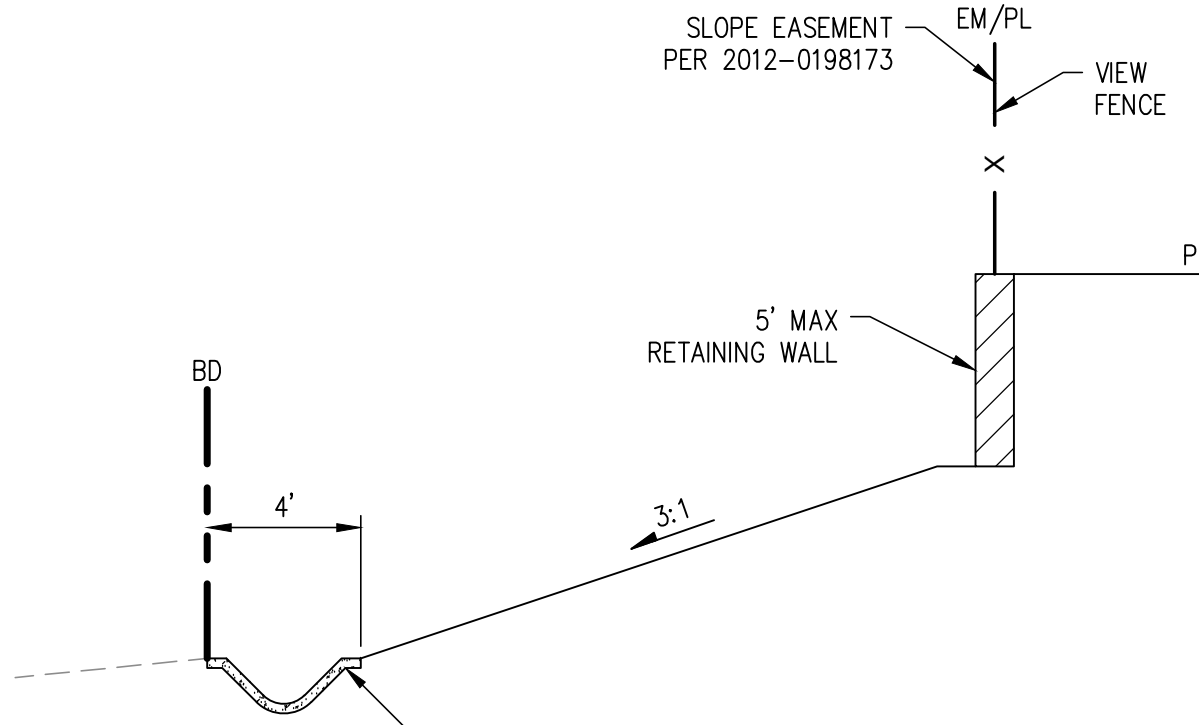
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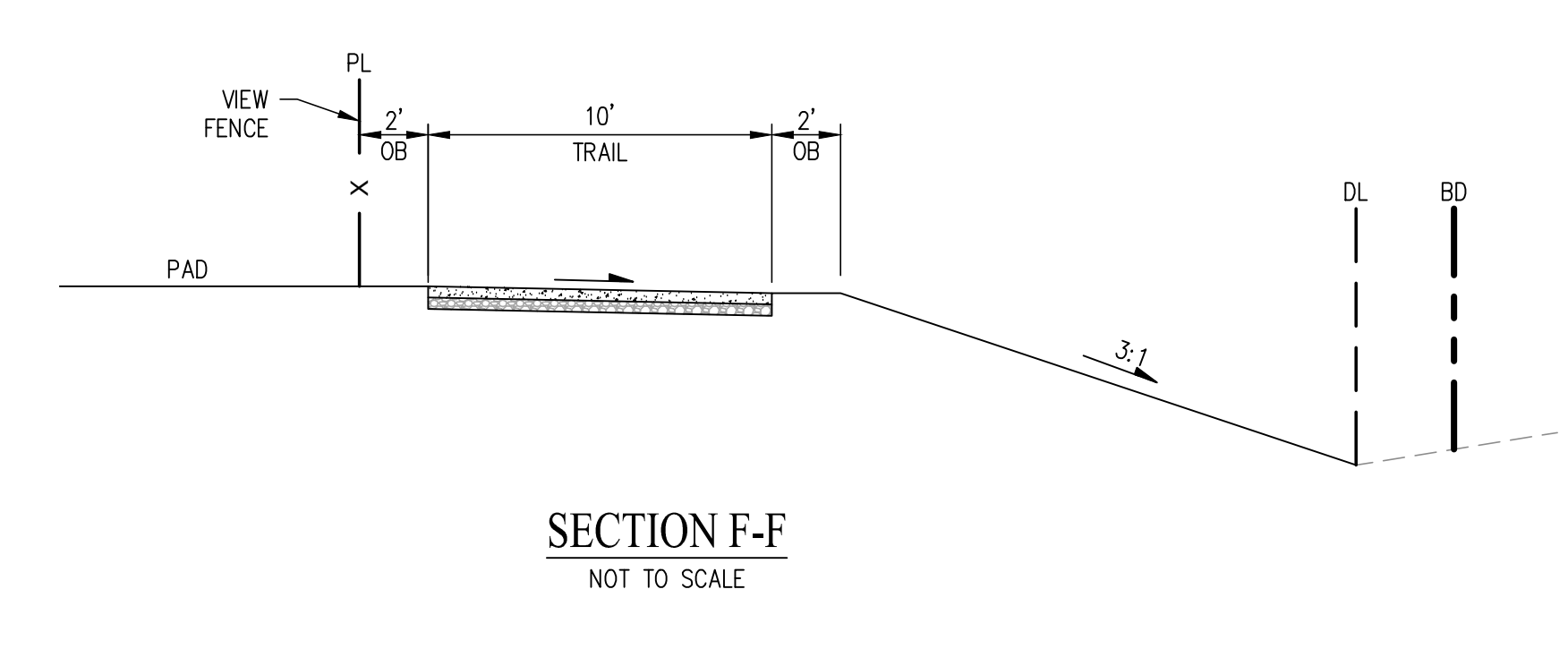
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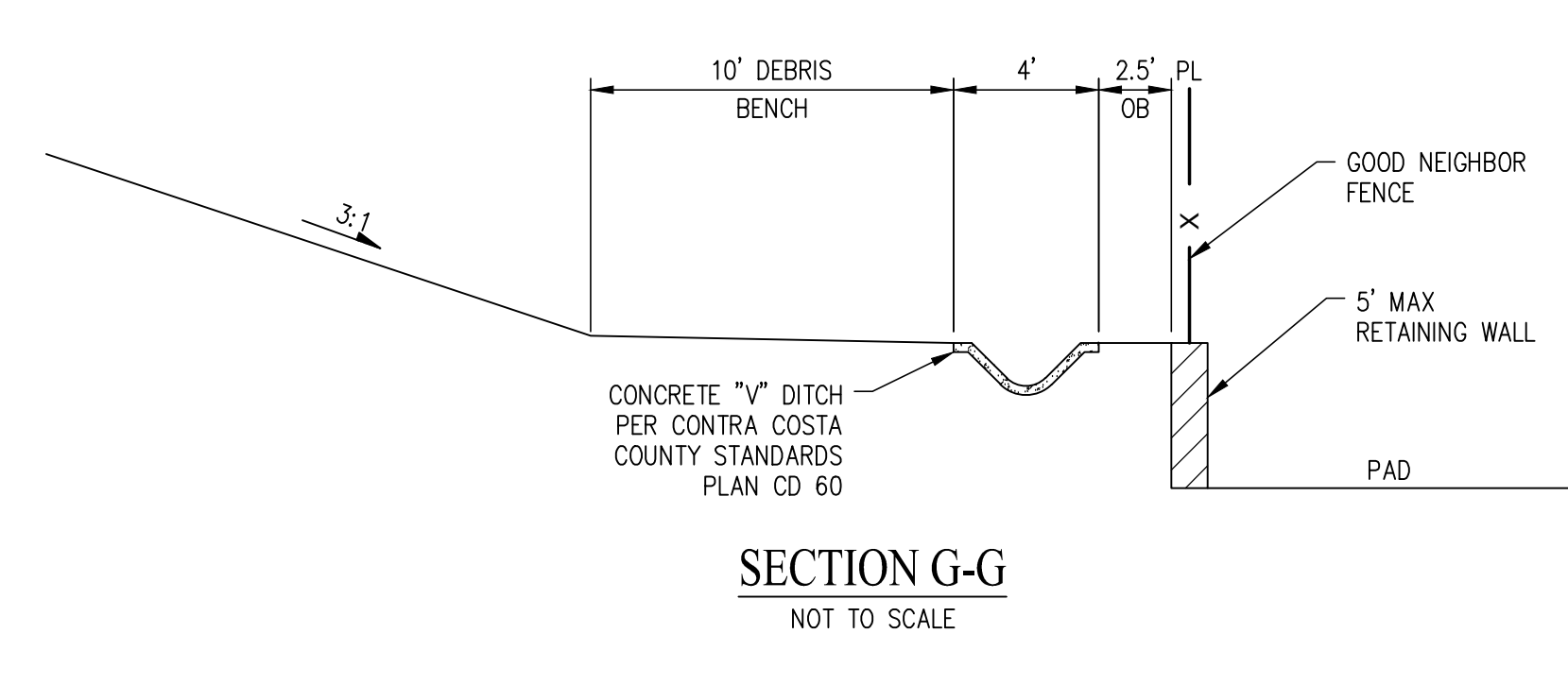
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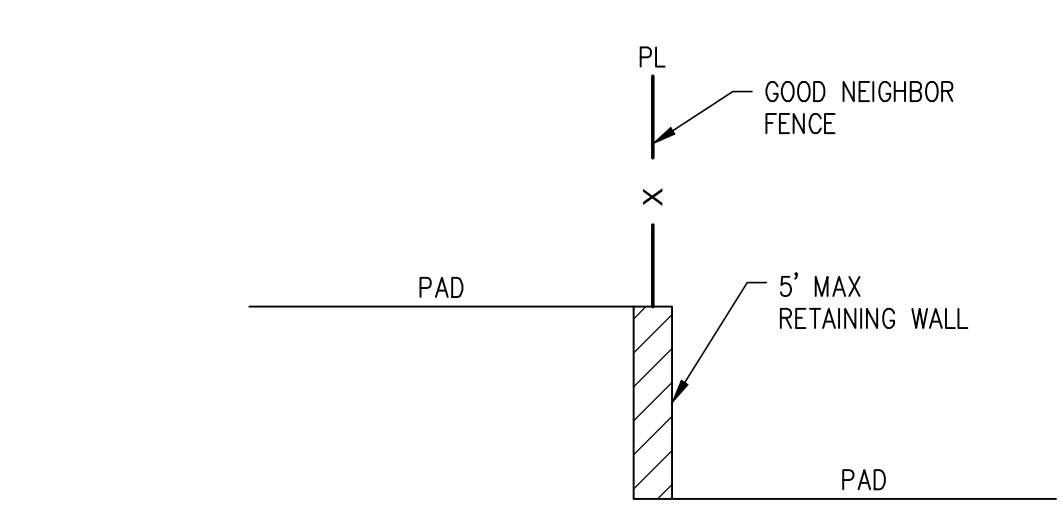
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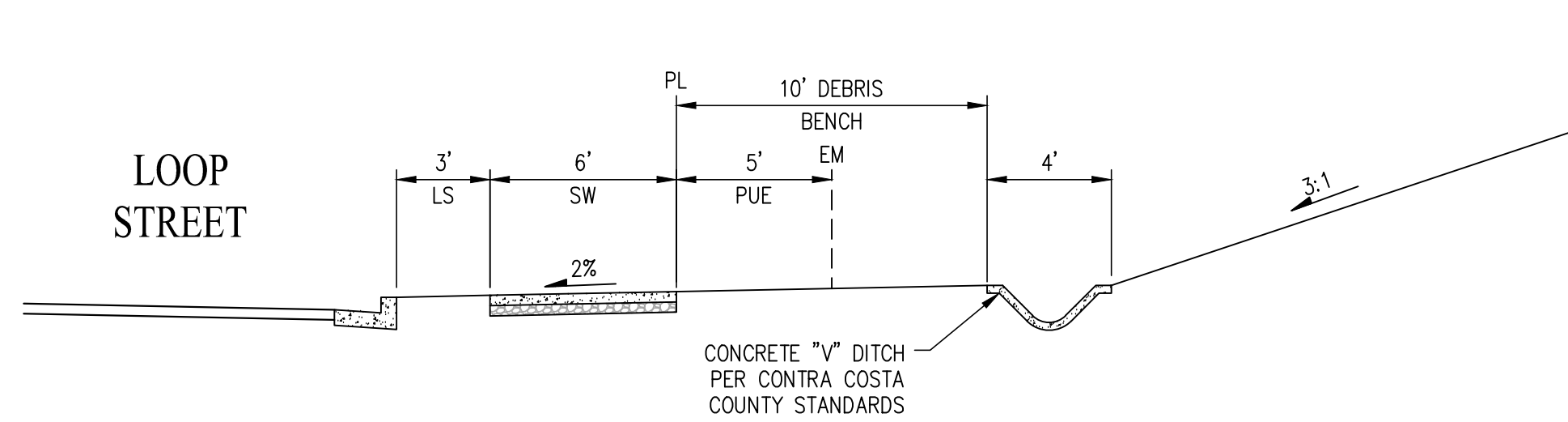
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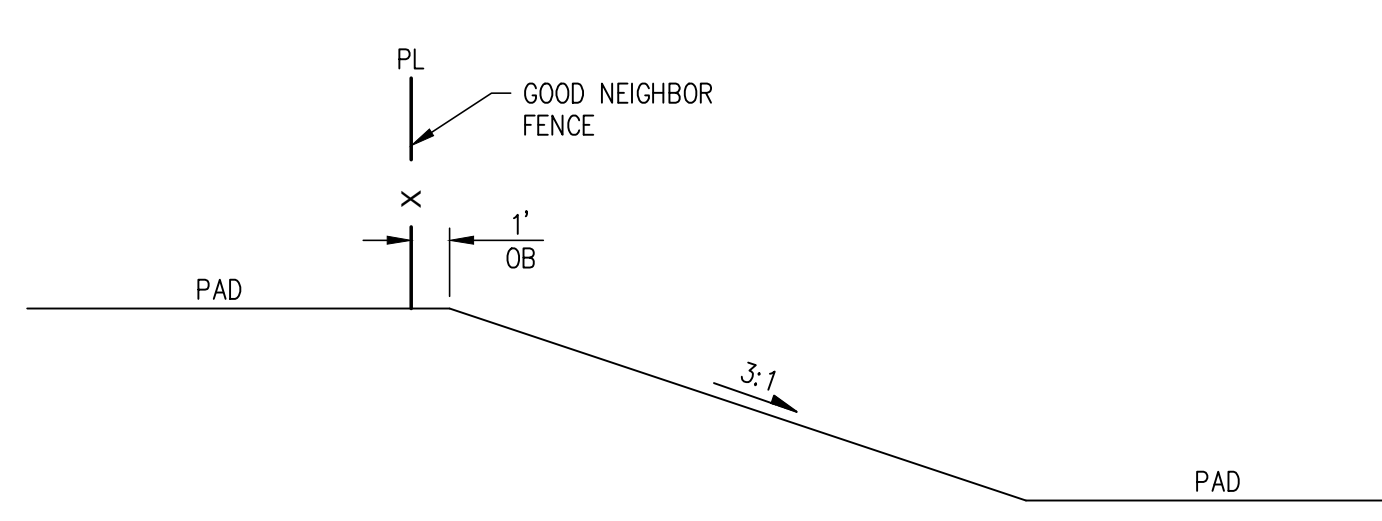
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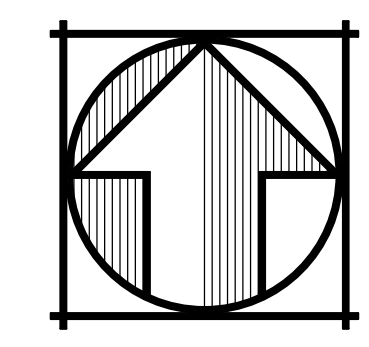


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SECTION J-J
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CONCEPTUAL GRADING PLAN VESTING TENTATIVE MAP ALBERS PROPERTY SUBDIVISION 9515



SCALE: 1" = 60'
DATE: SEPTEMBER 23, 2022
JOB NO.: 1319-30

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

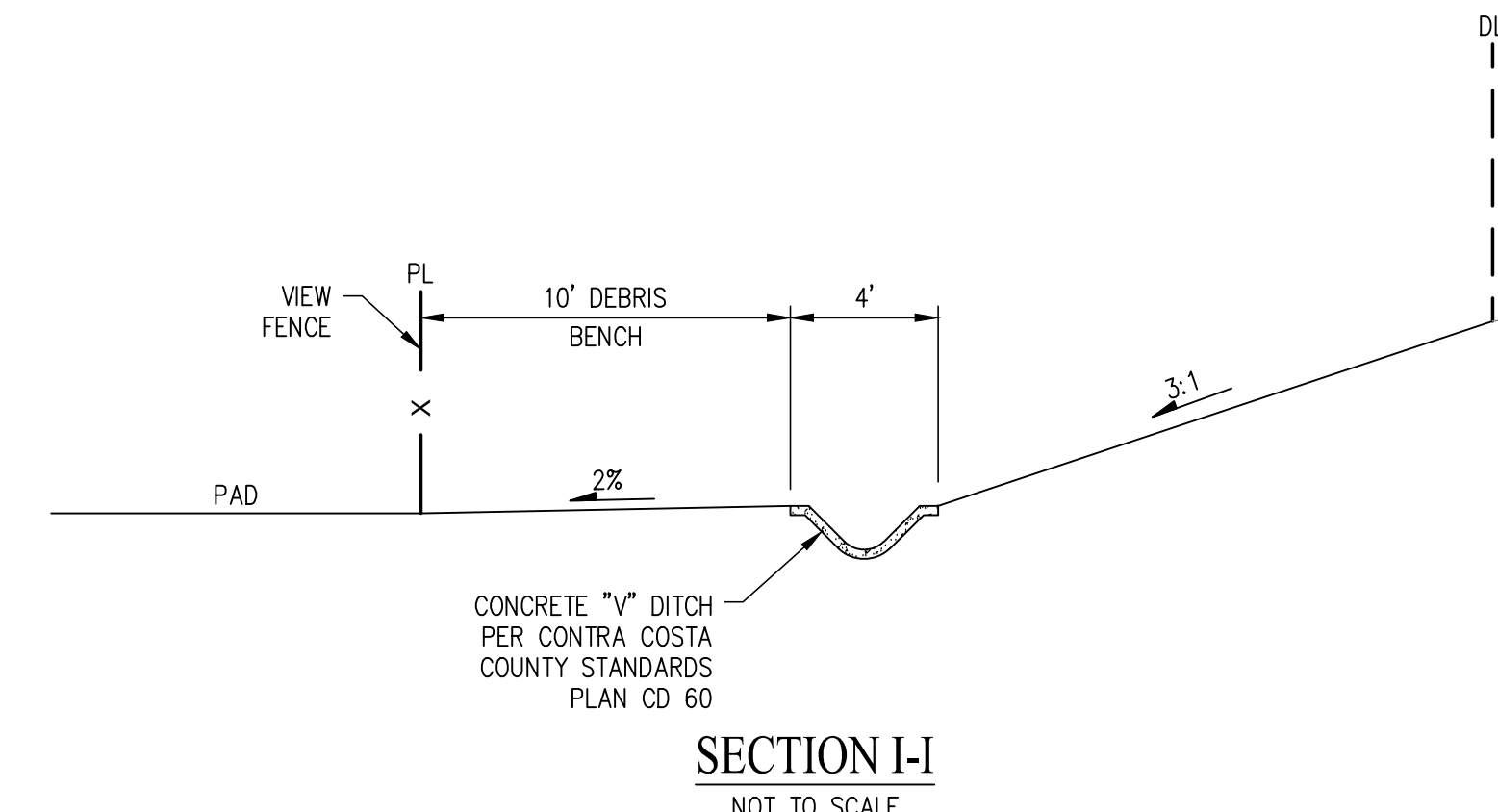
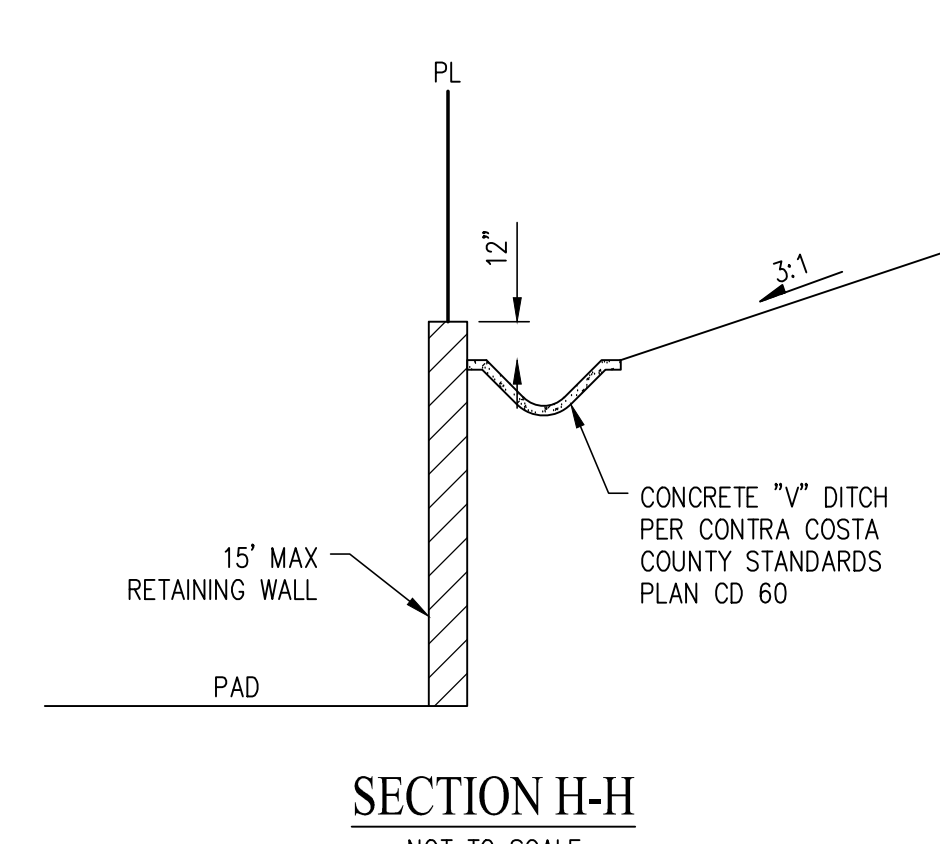
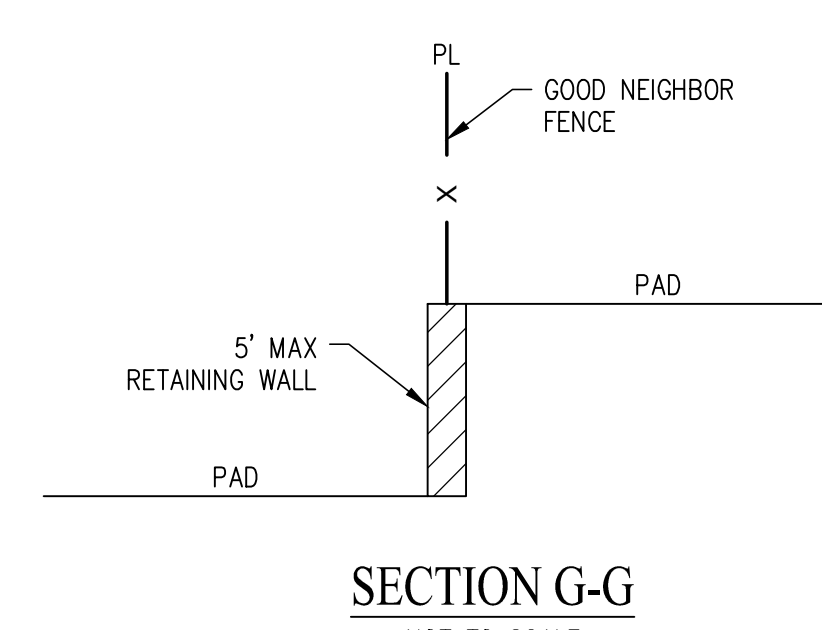
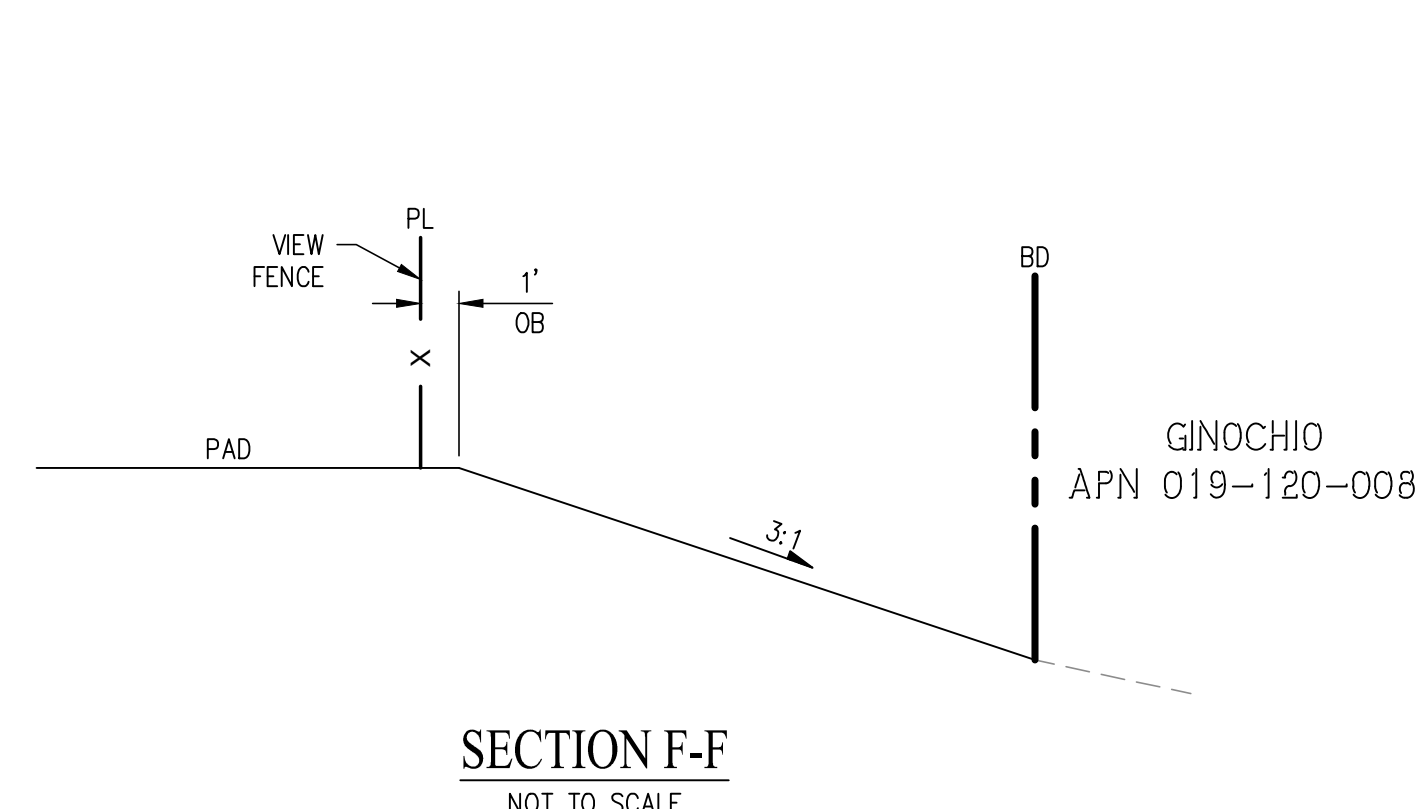
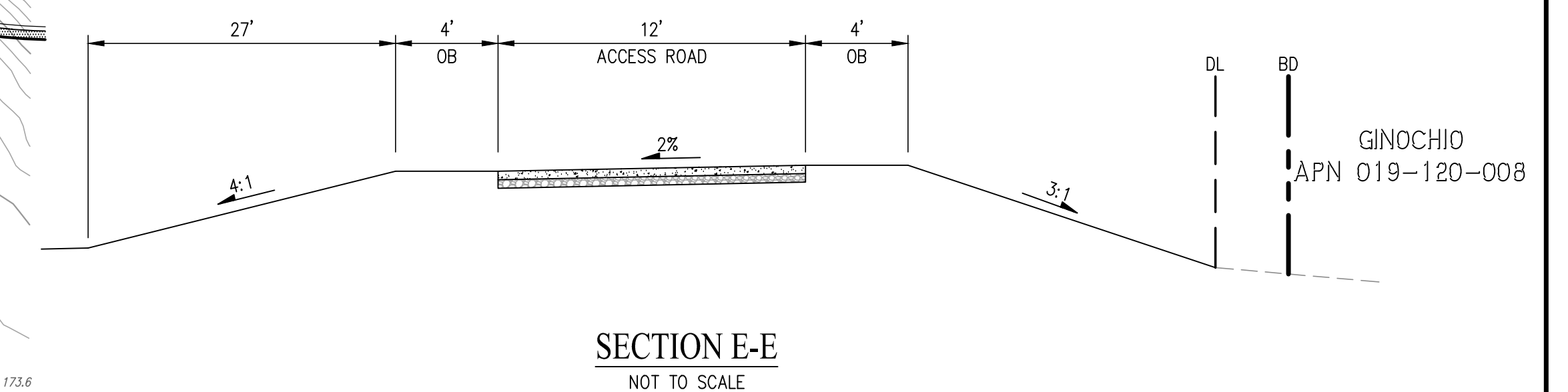
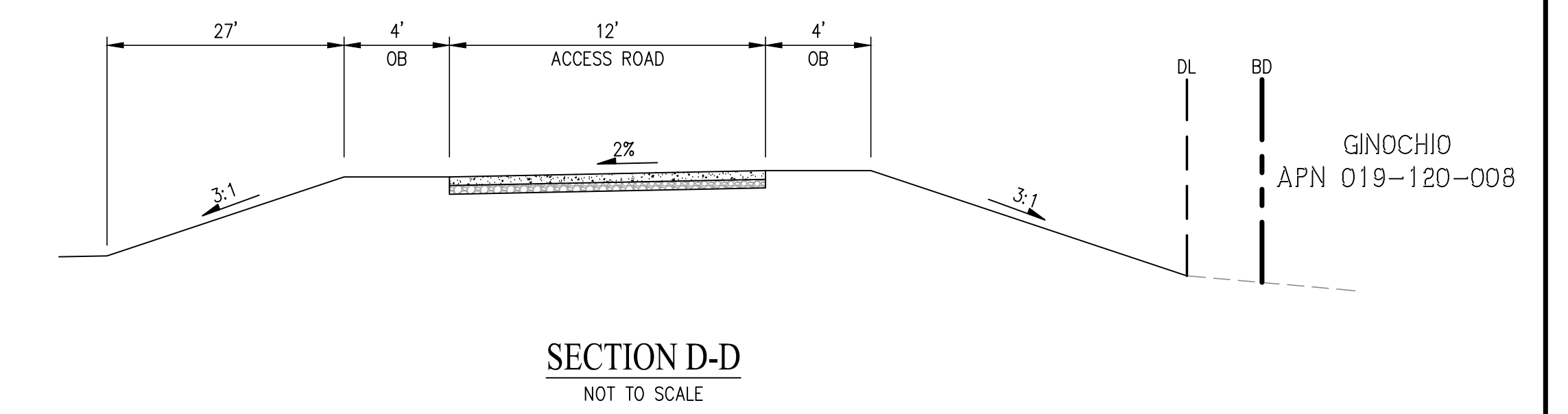
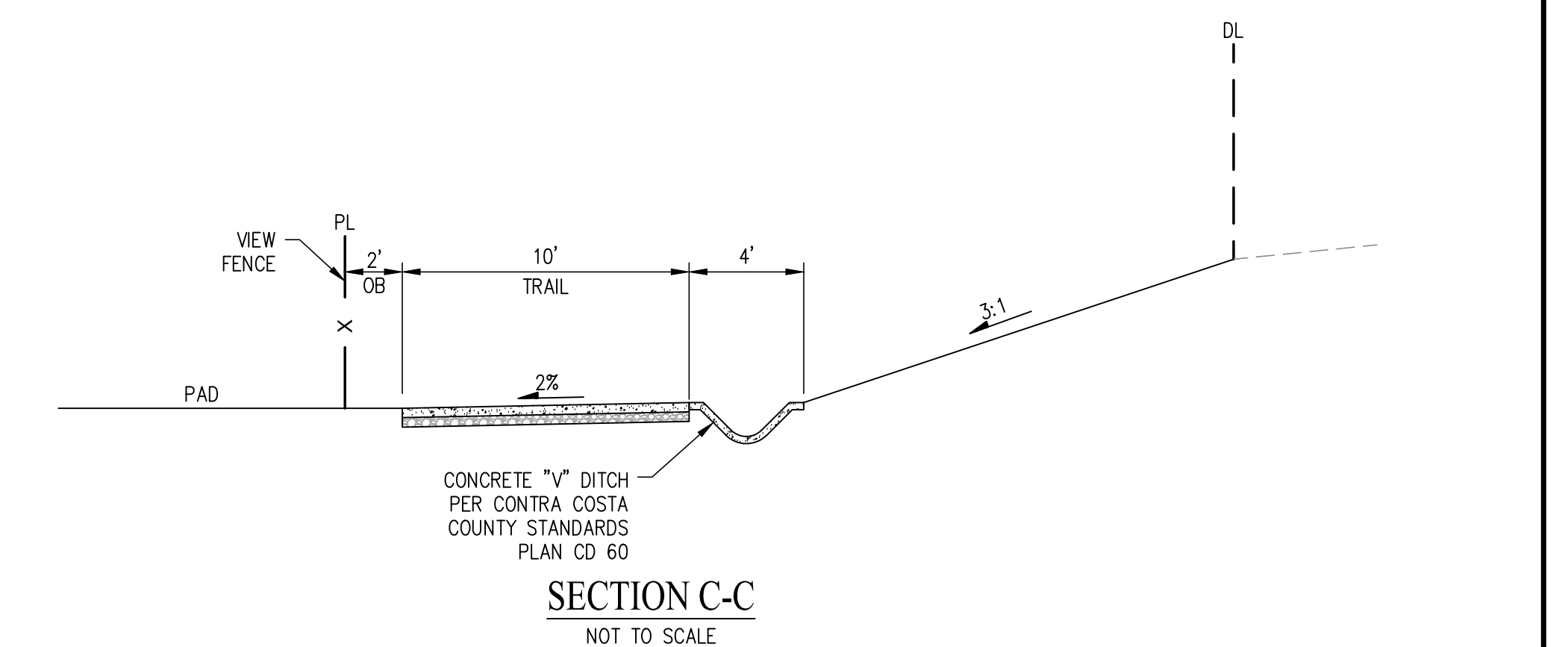
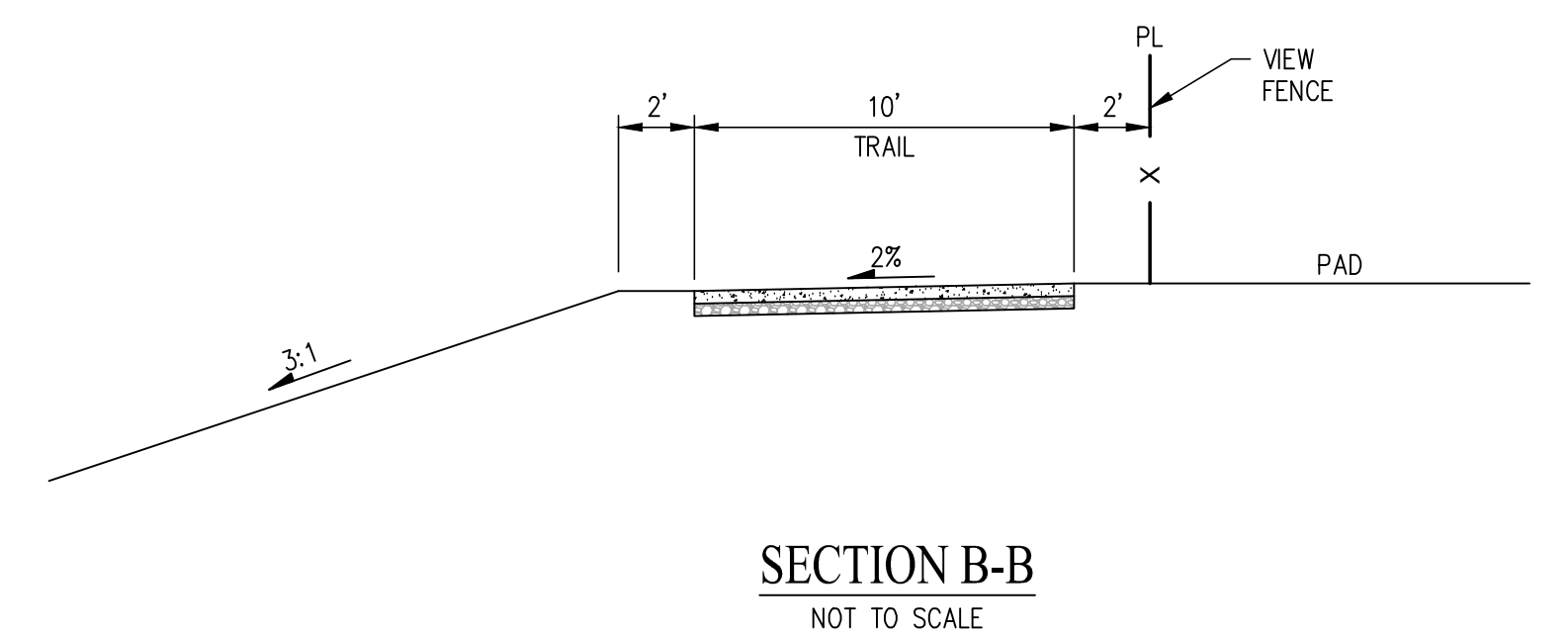
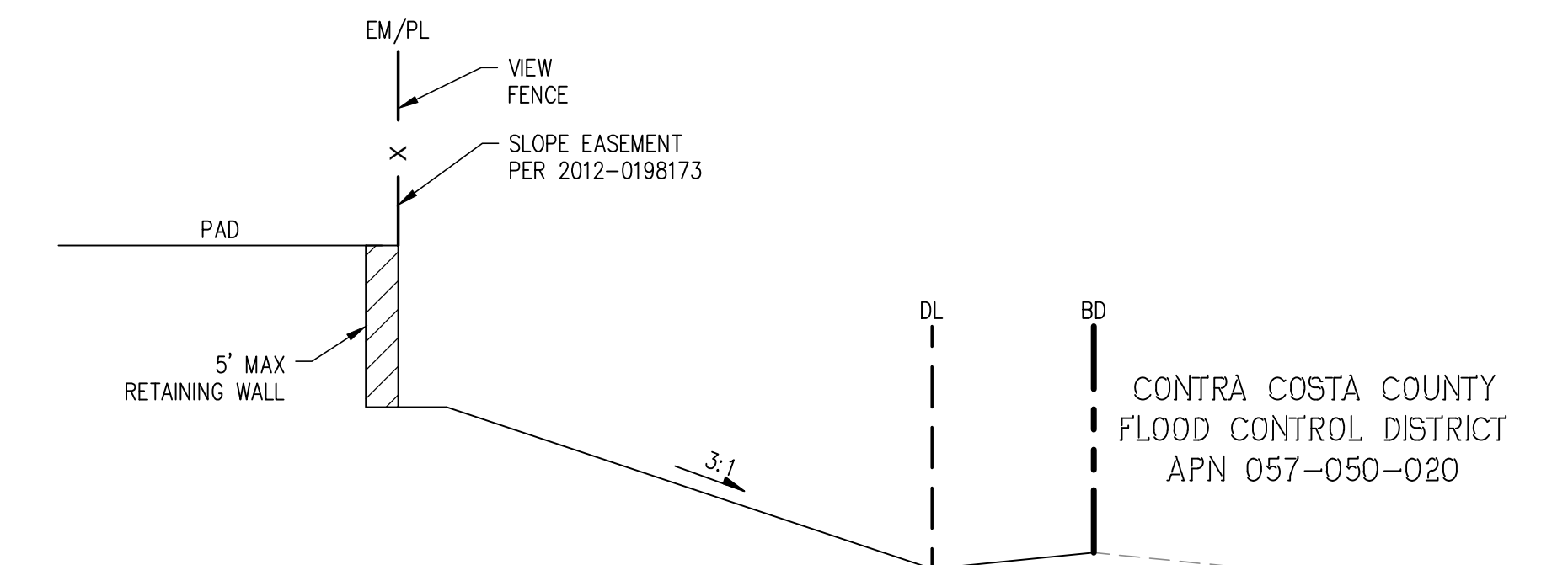
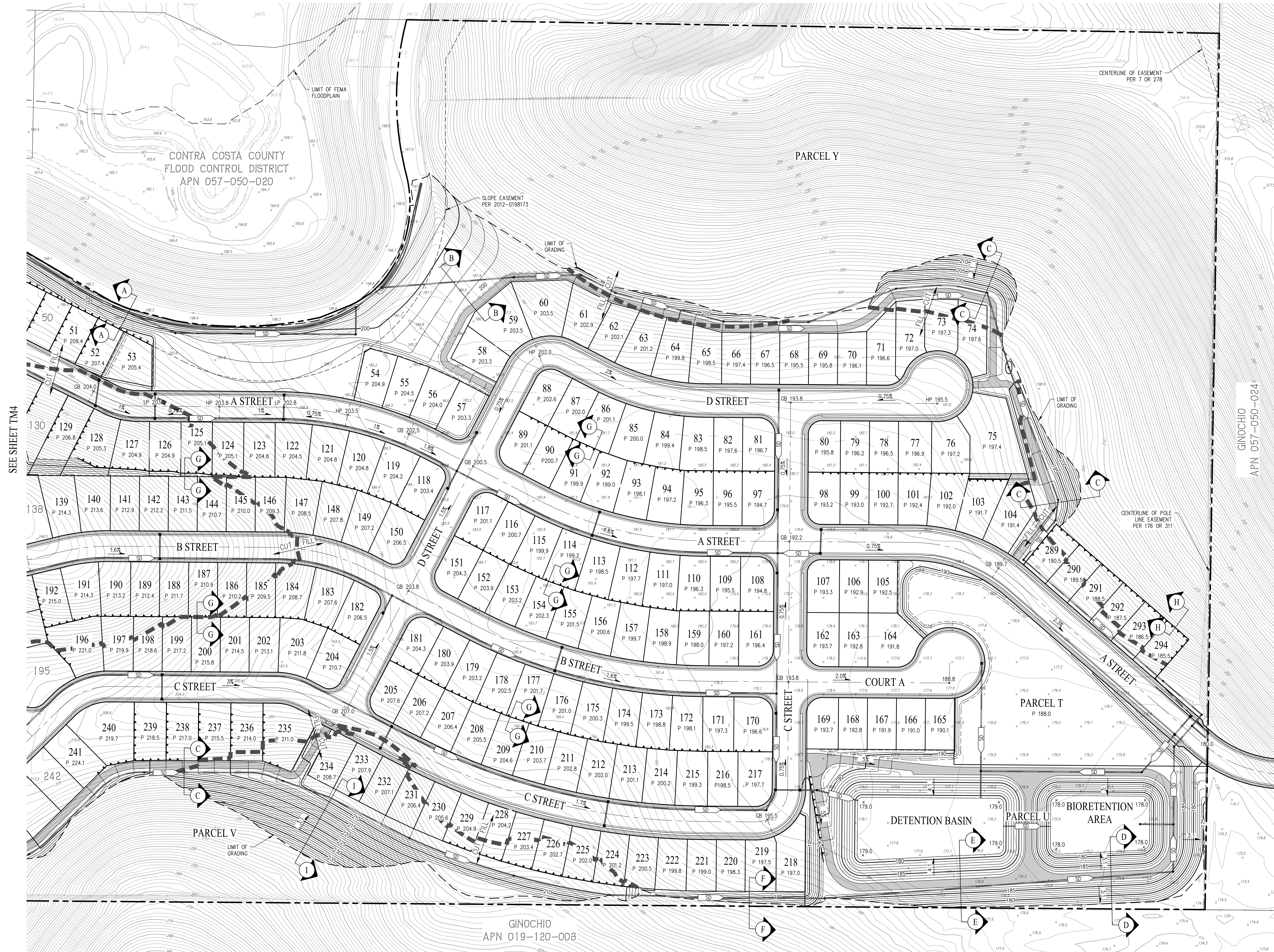
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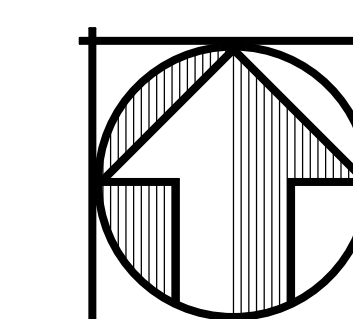
SHEET NO.
TM4
OF 10 SHEETS

CONTRA COSTA COUNTY
FLOOD CONTROL DISTRICT
APN 057-050-010

AVIANO
APN 057-050-022



CONCEPTUAL GRADING PLAN VESTING TENTATIVE MAP ALBERS PROPERTY SUBDIVISION 9515



SCALE: 1" = 60'

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

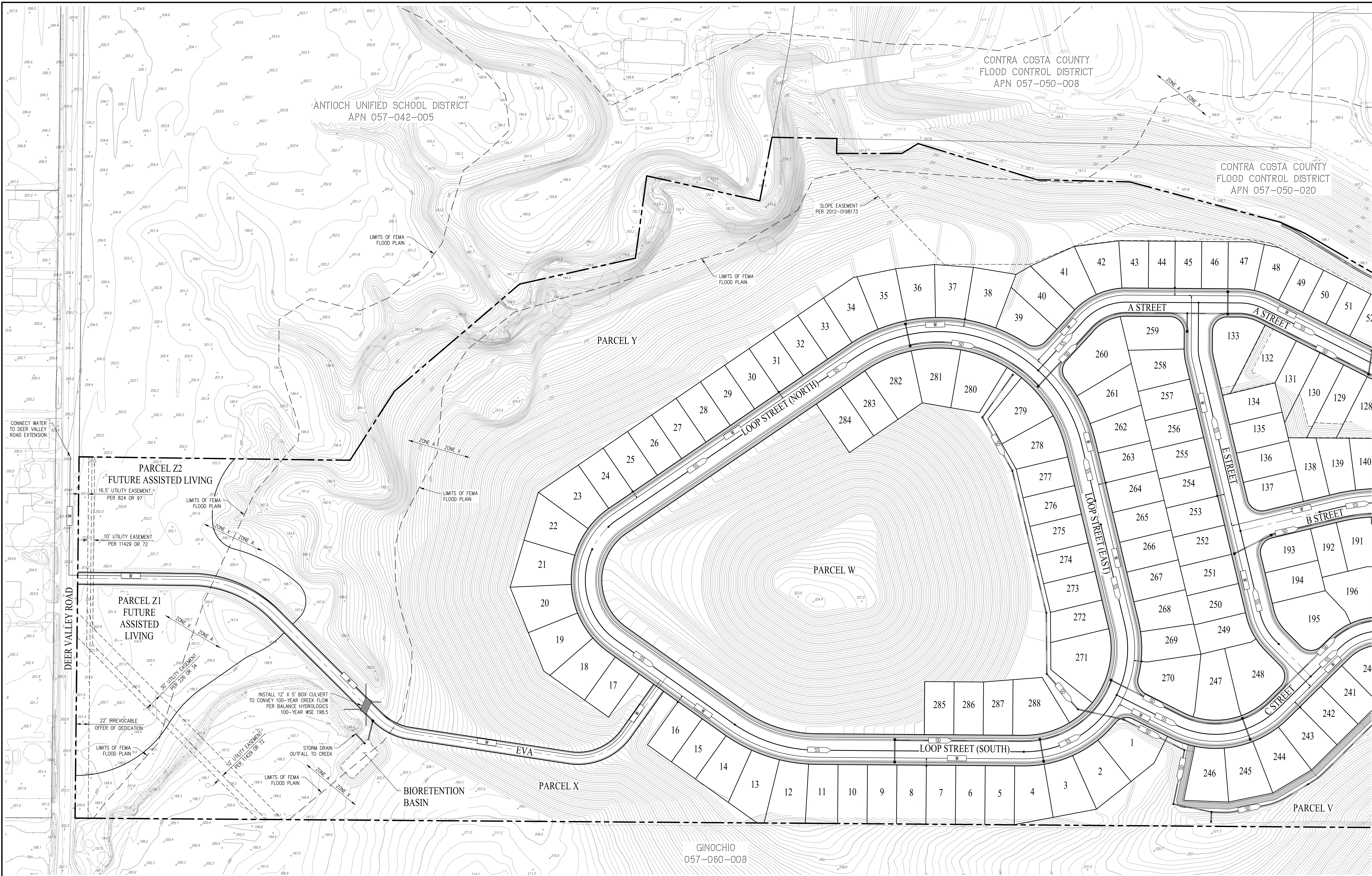


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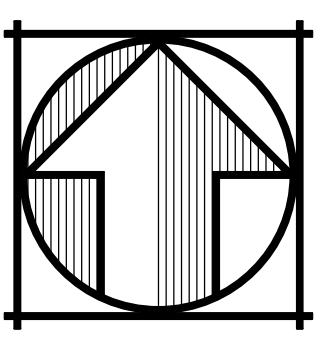
SHEET NO.
TM5
OF 10 SHEETS

DATE: SEPTEMBER 23, 2022
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SEE SHEET TM7

UTILITY PLAN
VESTING TENTATIVE MAP
ALBERS PROPERTY
SUBDIVISION 9515



0'60'180'240'

SCALE: 1" = 60'

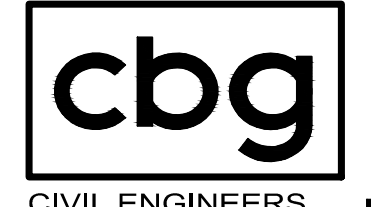
DATE: SEPTEMBER 23, 2022

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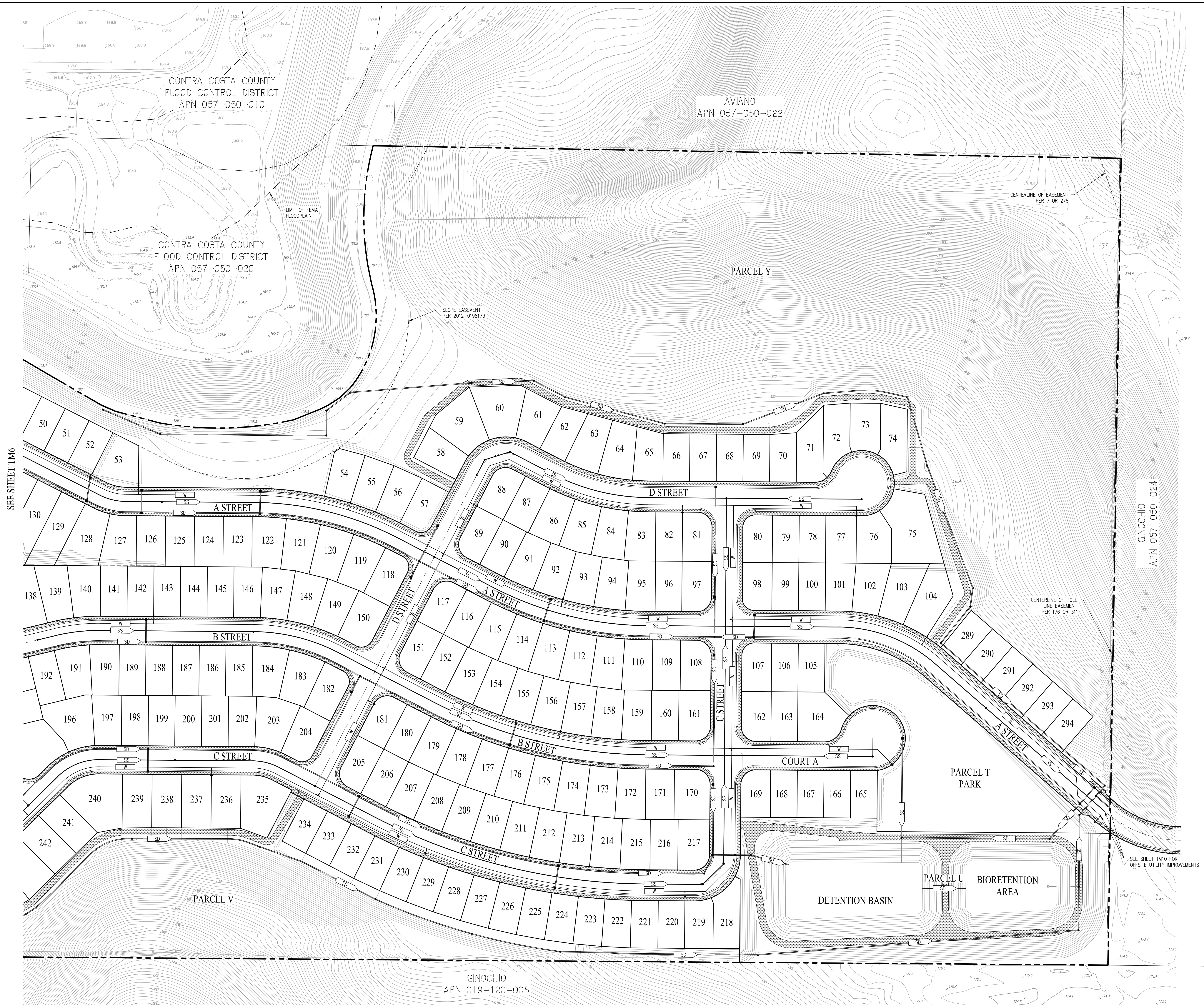
SURVEYORS

PLANNERS

SHEET NO.

TM6

OF 10 SHEETS



UTILITY PLAN
VESTING TENTATIVE MAP
 ALBERS PROPERTY
 SUBDIVISION 9515

0' 60' 180' 240'

SCALE: 1" = 60'

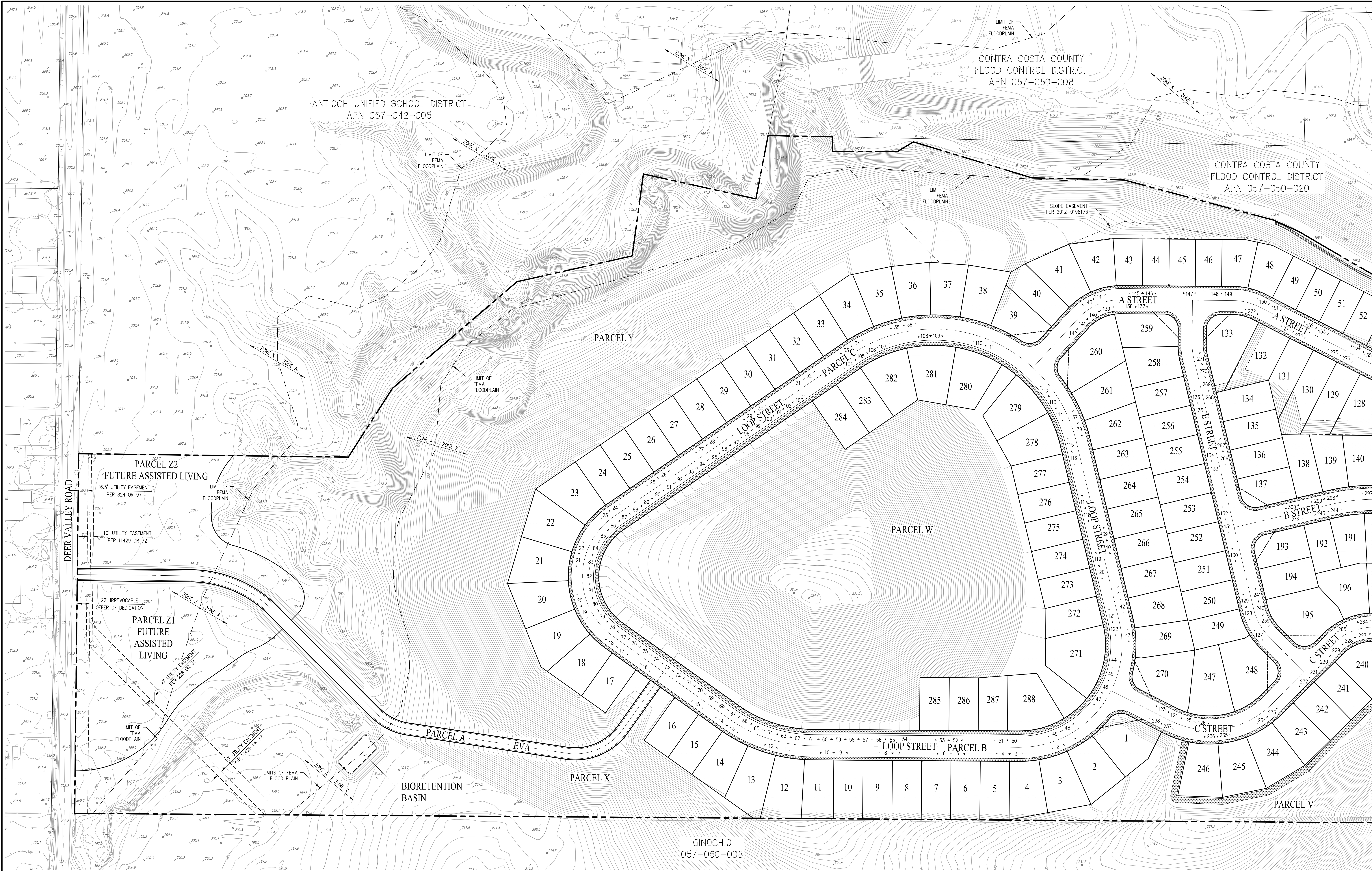
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SHEET NO.
TM7
OF 10 SHEETS



SEE SHEET TM9

LEGEND

- SUBDIVISION BOUNDARY
- PROPERTY LINE
- LOT LINE
- TOP OF CURB
- ▼ FIRE HYDRANT
- 100 LOT NUMBER
- 100 STALL NUMBER
- CORNER SIGHT VISIBILITY LINE

NOTE:
SIGHT VISIBILITY TRIANGLE DOES NOT APPLY AT ELBOWS AND KNUCKLES

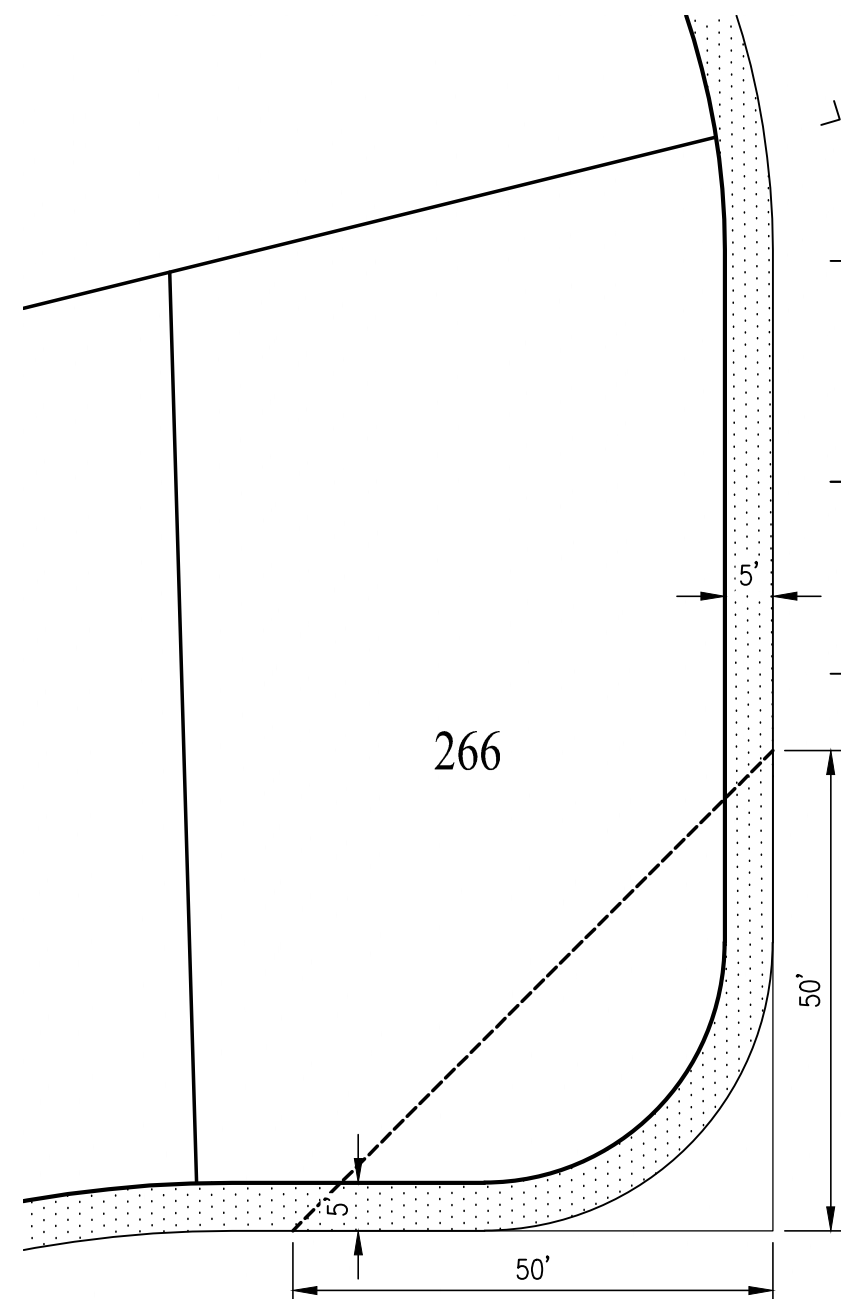
PARKING TYPE	PARKING REQUIRED		PARKING PROVIDED	
	RATIO	NUMBER OF SPACES	RATIO	NUMBER OF SPACES
GARAGE (COVERED)	2 SPACES/DU	588 SPACES	2 SPACES/DU	588 SPACES
GUEST PARKING (ON-STREET)	1 SPACE/DU	294 SPACES	---	294 SPACES
ADDITIONAL ON-STREET PARKING	---	---	---	68 SPACES
TOTAL	---	882 SPACES	---	950 SPACES

GUEST PARKING (PARALLEL SPACES) DIMENSIONS

INTERIOR: 8' X 23'
END OF ROW: 8' X 20'

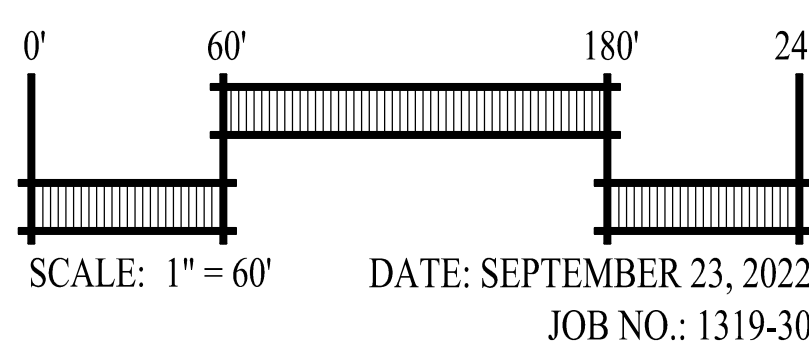
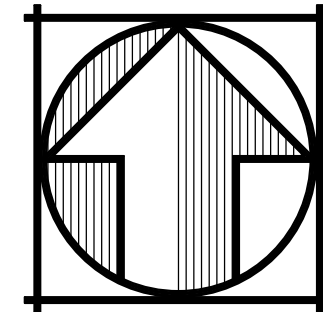
NOTES:

- BASED ON THE PROPOSED PROJECT ZONING AND ARTICLE 17: PARKING REQUIREMENTS OF THE CITY OF ANTIOCH MUNICIPAL CODE, THE PROJECT IS ONLY REQUIRED TO PROVIDE THE NUMBER OF PARKING SPACES AS INDICATED IN TABLE 9-5.1703.1 OFF-STREET PARKING FOR ELDERLY RESIDENTIAL (SENIOR HOUSING OVERLAY).
- BASED ON TABLE 9-5.1703.1: OFF-STREET PARKING REQUIREMENTS THE REQUIRED GUEST PARKING IS TO BE DETERMINED DURING PROJECT PROCESS REVIEW, HOWEVER ONE SPACE IS PROPOSED WHICH IS EQUIVALENT TO THE NUMBER OF GUEST PARKING SPACES REQUIRED FOR SINGLE-FAMILY RESIDENTIAL (DETACHED) USE CLASSIFICATION.



50' SIGHT TRIANGLE
SCALE 1" = 20'

PARKING PLAN
VESTING TENTATIVE MAP
ALBERS PROPERTY
SUBDIVISION 9515



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SHEET NO.
TM8
OF 10 SHEETS



LEGEND

--- SUBDIVISION BOUNDARY

--- PROPERTY LINE

--- LOT LINE

--- TOP OF CURB

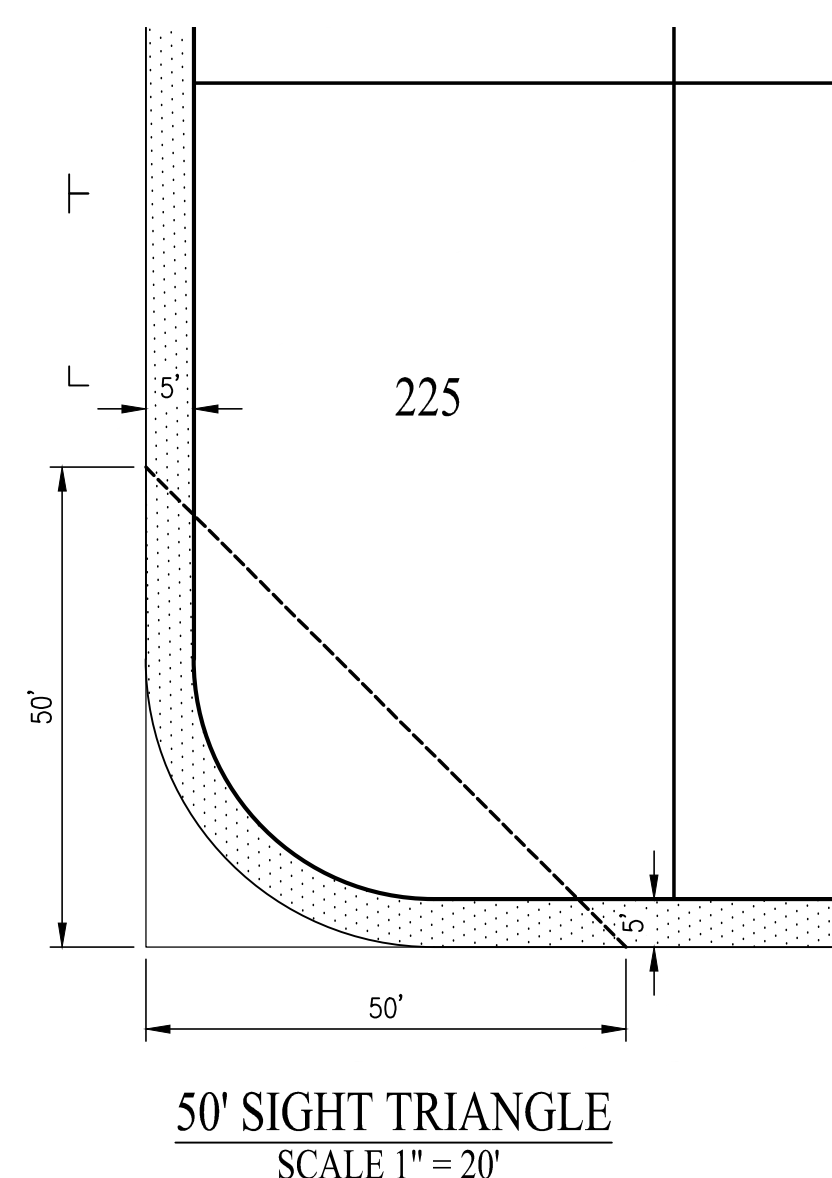
100 FIRE HYDRANT

100 LOT NUMBER

100 STALL NUMBER

--- CORNER SIGHT VISIBILITY LINE

NOTE:
SIGHT VISIBILITY TRIANGLE DOES NOT APPLY AT ELBOWS AND KNUCKLES



PARKING PLAN
VESTING TENTATIVE MAP
ALBERS PROPERTY
SUBDIVISION 9515

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

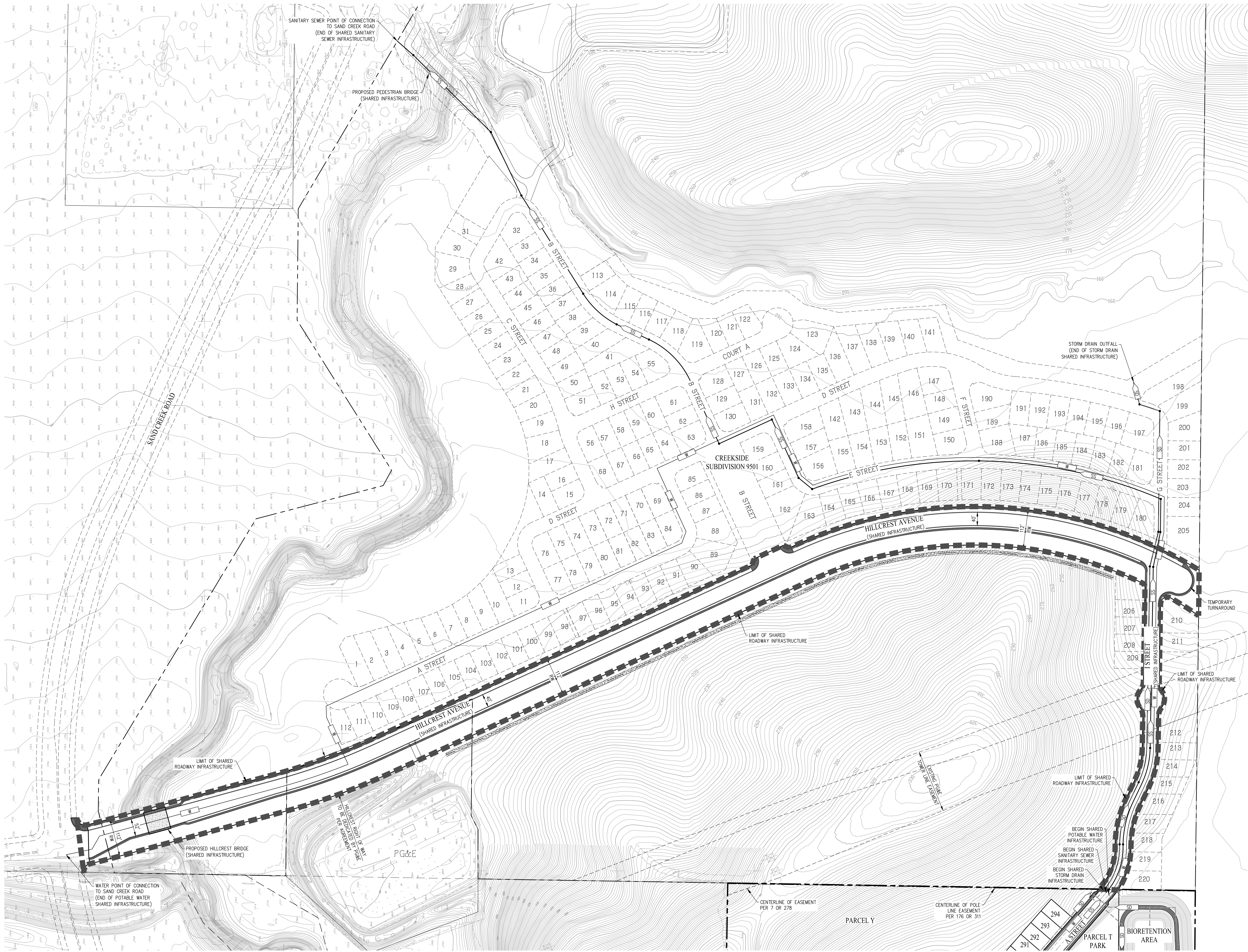
SCALE: 1" = 60'

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JOB NO.: 1319-30

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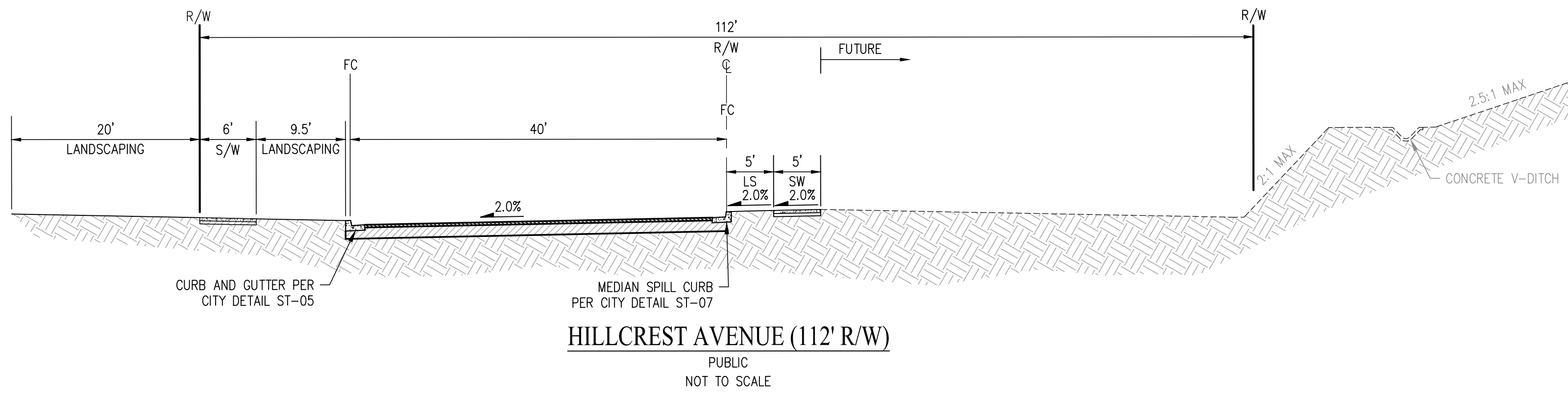
SHEET NO.
TM9
OF 10 SHEETS



LEGEND

	LIMIT OF SHARED ROADWAY INFRASTRUCTURE
	SHARED STORM DRAIN INFRASTRUCTURE
	SHARED SANITARY SEWER INFRASTRUCTURE
	SHARED POTABLE WATER INFRASTRUCTURE

- NOTES:
1. HILLCREST AVENUE IMPROVEMENTS SHOWN ARE CONSISTENT WITH EXHIBIT B FROM SETTLEMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND GEN PARTNERS, LLC.
 2. I STREET IMPROVEMENTS SHOWN ARE CONSISTENT WITH THE CREEKSIDE VINEYARDS AT SAND CREEK (SUBDIVISION 9501) VESTING TENTATIVE MAP. PURSUANT TO CONDITION OF APPROVAL P.10 FROM THE CREEKSIDE VINEYARDS AT SAND CREEK CONDITIONS OF APPROVAL, I STREET SHALL BE A PUBLIC STREET AND HAVE A FULL RIGHT-OF-WAY WIDTH OF 60'.
 3. SHARED STORM DRAIN, SANITARY SEWER AND POTABLE WATER INFRASTRUCTURE ARE CONSISTENT WITH IMPROVEMENTS SHOWN ON THE CREEKSIDE VINEYARDS AT SAND CREEK (SUBDIVISION 9501) VESTING TENTATIVE MAP.



ALBERS & CREEKSIDE SHARED INFRASTRUCTURE
VESTING TENTATIVE MAP
ALBERS PROPERTY
SUBDIVISION 9515

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

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SCALE: 1" = 100' DATE: SEPTEMBER 23, 2022 JOB NO.: 1319-30

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SHEET NO. TM10 OF 10 SHEETS

RESOURCE MANAGEMENT PLAN
ALBERS RANCH
ANTIOCH, CALIFORNIA

February 2020

Prepared for

Hillside Group LLC
9601 Deer Valley Road
Brentwood, California 94513
Attention: Ms. Lucia Albers

Prepared by

Monk & Associates, Inc.
1136 Saranap Avenue, Suite Q
Walnut Creek, California 94595

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FIGURES

(Behind Tab at Back of Report)

Figure 1. Regional Map of the Albers Ranch Project Site.

Figure 2. Albers Ranch Project Site Location.

Figure 3. Aerial photograph of the Albers Ranch Project Site.

Figure 4. Known Special-Status CNDDB Species Within 3 Miles of the Albers Ranch Project Site.

ATTACHMENTS

(Behind Tab at Back of Report)

Figure E. Project Programming: Albers Ranch Project. Prepared by CBG, January 31, 2020.

1. INTRODUCTION

The Resource Management Element of the City of Antioch's General Plan generally requires the preparation of a "Resource Management 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.

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.

2. PROPOSED PROJECT

An active adult community complete with parks, a central mixed use area and open space areas along the property's periphery are planned for the project site. To treat surface runoff before it exits the site, water storage detention basins are also included in the project design (see Figure E. Project Programming: Albers Ranch Project, prepared by CBG, January 31, 2020).

A Deed Restriction will provide for the permanent protection of a 28.8-acre creek open space area on the northern portion of the project site, as shown in Figure E. The Sand Creek Open Space Preserve will be managed pursuant to this Resource Management Plan.

3. 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 Albers Ranch project site, and the applicability of the Framework's Resource Management Strategies are discussed below.

3.1 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. 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 EBRPD lands to the west of the Focus Area.

Habitats and species the Framework typically associated 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 (*Vulpes macrotis mutica*), California tiger salamander (*Ambystoma californiense*), western burrowing owl (*Athene cunicularia hypugaea*), and Alameda whipsnake (*Masticophis lateralis euryxanthus*) (in grasslands within several hundred feet of chaparral, scrub and rock outcrops). 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 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). **The Albers Ranch project site is east of Deer Valley Road in an area that is classified as the least important for preservation.**

3.1.1 GRASSLAND COMMUNITIES AT THE ALBERS RANCH PROJECT SITE

The project site has a long history of agricultural use varying between hay farming and cattle grazing. At the time of M&A’s 2018 field work, the majority of the project site could be characterized as hay farm/ruderal grassland. This community onsite is dominated by non-native grasses such as wild oats (*Avena* spp.), wheat (*Triticum aestivum*), ripgut grass (*Bromus diandrus*), soft chess (*Bromus hordeaceus*), Italian ryegrass (*Lolium multiflorum*), foxtail barley (*Hordeum murinum leporinum*), and forbs (broad-leaved plants) such as rose clover (*Trifolium hirtum*), hairy vetch (*Vicia villosa*), California burclover (*Medicago polymorpha*), and non-native thistles including Italian thistle (*Carduus pycnocephalus*), bull thistle (*Cirsium vulgare*), yellow star thistle (*Centaurea solstitialis*), and milk thistle (*Silybum marianum*).

The project site’s hay field/ruderal grassland community provides habitat for granivorous (seed-eating) birds such as mourning dove (*Zenaidura macroura*), savannah sparrow (*Passerculus sandwichensis*), grasshopper sparrow (*Ammodramus savannarum*), and house finch (*Carpodacus mexicanus*), among others, and insectivorous birds such as Say’s phoebe (*Sayornis saya*), western kingbird (*Tyrannus verticalis*), northern mockingbird (*Mimus polyglottos*), loggerhead shrike (*Lanius ludovicianus*), western meadowlark (*Sturnella neglecta*), and European starling (*Sturnus vulgaris*). Raptors such as American kestrel (*Falco sparverius*), red-tailed hawk (*Buteo jamaicensis*), and great horned owl (*Bubo virginianus*), which prey on the smaller birds and

mammals also occur on the project site and use the hay field/ruderal grassland habitat for hunting. Other animals observed in the grassland during the surveys included gopher snake (*Pituophis melanoleucus*), California ground squirrel (*Spermophilus beechyi*), Botta's pocket gopher (*Thomomys bottae*), and coyote (*Canis latrans*).

M&A observed burrowing owls on the adjacent property to the north of Sand Creek. In addition, there are numerous records for this species surrounding of the project site (Figure 4). The project site provides suitable habitat for the burrowing owl.

Figure 5-5 in the East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan (ECCCC HCP 2006) indicates that the project site is within the "Suitable Core Habitat" of the San Joaquin kit fox. Suitability does not infer the presence of this fox species, only that the model used indicates there is suitable habitat in which the species could occur. Since the project site supports ruderal grassland and small mammal burrows, and lies within CDFG's mapped kit fox range, the proposed project site may provide migration habitat for the San Joaquin kit fox. The closest CNDDDB record for this species was recorded in the 1970s and is located 3.0 miles south from the project site (Occurrence No. 936). The on-going disturbance and cultivation of the project site would likely preclude the presence of an occupied den. 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.

Closest record for CTS is in a former pond that was located adjacent to the project site (Occurrence No. 854); however, that pond no longer exists. The closest extant record for CTS to the project site is approximately one mile southeast of the project site (CNDDDB Occurrence No. 856) (Figure 4). The USFWS considers suitable CTS habitat to occur in all undeveloped habitats within 1.3 miles of a known breeding pool. Hence, both USFWS and CDFW will regard the project site as CTS habitat.

3.2 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. 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.

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. 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.

3.2.1 STREAM AND RIPARIAN COMMUNITIES AT THE ALBERS RANCH PROJECT SITE

Sand Creek and the unnamed tributary support some open water habitat while the banks support a scattered, narrow band of an herbaceous wetland plant community. Plant species observed growing in and along the edges of the tributary included creeping wild rye grass (*Elymus triticoides*), rabbit's foot grass (*Polypogon monspeliensis*), curly dock (*Rumex crispus*), cocklebur (*Xanthium strumarium*), and Bermuda grass (*Cynodon dactylon*). The southeastern bank of Sand Creek near where this creek exits the project site to the north supports a homogenous growth of California sage (*Artemisia californica*). This sage cover is sparse and limited in area, providing well less than an acre of plant cover. Sand Creek's bank are also dotted with fruit trees (*Prunus* sp.) and a few blue oak trees (*Quercus douglasii*).

Sand Creek and the unnamed tributary provide foraging and nesting habitat for black phoebe (*Sayornis nigricans*), killdeer (*Charadrius vociferus*), red-winged blackbird (*Agelaius phoeniceus*), and the mallard (*Anas platyrhynchos*). In addition, the open water pools provide habitat for Sierran tree frog (*Pseudacris sierra*), California toad (*Anaxyrus boreas halophilus*), and California red-legged frog (*Rana aurora draytonii*), all of which have been observed by M&A during site surveys. Sand Creek may also provide habitat for western pond turtle (*Actinemys marmorata*), and other common wildlife associated with creek habitats.

Closest record for California red-legged frog is located in Sand Creek adjacent to the project site (Figure 4). California red-legged frog was observed in the unnamed tributary of Sand Creek by M&A staff on May 13, 2005, and at least six (6) California red-legged frogs were observed by M&A staff in Sand Creek and the unnamed tributary on June 1, 2005. In addition, M&A identified California red-legged frog in a reach of Sand Creek located upstream from the project site. Based upon these records of California red-legged frogs in Sand Creek and the unnamed tributary, 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 will preserve linkages and wildlife corridors; Sand Creek 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.

The Albers Ranch project site is bordered by open land on all sides. To the north of the project site is the County Flood Control District lands which includes a few buildings and a newly realigned reach of Sand Creek but is otherwise open and undeveloped. The Sand Creek corridor along a portion of the northern project site boundary extending east has been preserved in

perpetuity to protect this creek channel and its habitats. North of the County Flood Control District lands is the Dozier Libbey Medical High School and the Aviano Development. East and south of the project site are actively managed hay cropped farmland; these lands are in private ownership and could be developed in the future. Immediately west of the project site is Deer Valley Road and smaller ranchettes but open land extends west beyond these parcels.

3.3 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. 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.

3.3.1 CHAPARRAL, SCRUB AND ROCK OUTCROP COMMUNITIES AT THE ALBERS RANCH PROJECT SITE

The project site does not support a chaparral, scrub or rock outcrop community. 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.

4. 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. 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 estivation 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.”

Under the Framework, mitigation for the project’s permanent impacts to farmed fields/grasslands and stream and riparian habitats should consist of at least 67.7 acres of grasslands/cropland, and less than an acre of stream and riparian habitat. To compensate for impacts to federally listed species and their habitats, the applicant will dedicate and preserve an off-site mitigation property at a mitigation ratio determined by the resource agencies. The proposed 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. In addition, the applicant will record a Deed Restriction over the Sand Creek Open Space Preserve that will provide for the permanent protection of a 28.8-acre creek open space area on the northern portion of the project site, as shown in Figure E.

5. PROTECTION OF THE OPEN SPACE PRESERVE IN PERPETUITY

The 28.8-acre Sand Creek Open Space Preserve will be recorded on the Development Site "Final Map." A permanent deed restriction will be recorded over this preserved land within one year of breaking ground at the Development Site.

This deed restriction will preserve 28.8-acres of land south of Sand Creek in perpetuity as open space. Proof of the recordation of the deed restriction shall be provided to the City, USFWS and CDFW upon the recordation of the deed. This document shall be recorded as Exhibit B of the "Declaration of Restrictions" recorded over the Open Space Preserve. The Declaration of Restrictions shall follow the title of the land in perpetuity.

6. LONG-TERM (IN PERPETUITY) MANAGEMENT PLAN

6.1 Natural Conditions

The Open Space Preserve shall be maintained in its naturalized condition (as it is today) in perpetuity with the exception of management actions that are implemented to improve the habitat values for native wildlife and plants.

6.2 Allowed Uses

The following uses and practices will be permitted on the Open Space Preserve under the Deed Restriction. They are not to be precluded, prevented, or limited by the Deed Restriction, provided that all applicable governmental permits are properly obtained. All allowed and prohibited uses shall be made a condition of the Conditions, Covenants and Restrictions (CC&Rs) that the residents agree to when they purchase a home and will also be recorded as part of the Final Subdivision Map.

- A pedestrian trail can be constructed along the northern edge of the Open Space Preserve. If constructed, a wood wire view fence shall be installed and maintained in perpetuity along the edge of the pedestrian trail to separate it from the balance of the Open Space Preserve.
- The qualified biologist may access the Open Space Preserve as necessary to monitor and as necessary manage the site in its naturalized condition
- The HOA may grant permission to parties to access the Open Space Preserve for scientific study purposes only.
- Existing pipelines, fencing and easements may continue to be maintained.
- A Sand Creek Road General Plan easement extends through the Open Space Preserve. This road may be constructed at some time in the future.
- The Open Space Preserve may be used for the conservation of wildlife and California native plant habitats.

6.3 Prohibited Uses

Except as specifically allowed in this Management Plan, all uses within the Open Space Preserve specified in the conservation easement are prohibited. Prohibitive uses are elaborated as follows:

- The legal or de facto subdivision or use of the Open Space Preserve including, but not limited to, any such subdivisions or establishment of separate legal parcels by (i) certificates of compliance or (ii) lot line adjustments.
- The placement or construction of any buildings, structures, or other improvements of any kind, other than those described in the allowed uses above (fences, road or trail).
- Any agricultural, commercial, residential or industrial use or activity except for grazing for fire control.
- Any use of chemicals including insecticides, rodenticides, and fertilizers. A qualified biologist may, with approval from the Department of Fish and Wildlife and the Service, approve use of herbicides to control noxious weeds to benefit western burrowing owls and/or other native California flora and fauna.
- Any use as horse pasture (i.e., no horse boarding allowed).
- Any use by dogs or other pets.
- The installation of new, or the extension of existing utilities including, without limitation, water, sewer, power, fuel, and communication lines and related facilities.
- The operation of any motorized vehicle for any purpose, except for emergency use, fire control, or for maintenance, repair and restoration of the Open Space Preserve permitted facilities.
- The pruning, felling, or other destruction or removal of dead or living native trees and shrubs or other native vegetation, except as necessary to control or prevent hazards, disease, or fire.
- Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.
- Any use or activity that causes or is likely to cause soil degradation or erosion, or pollution of any surface or subsurface waters.
- The storage, dumping or other disposal of wastes, refuse, and/ or debris.

7. LITERATURE CITED

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- CNDDDB (California Natural Diversity Data Base). 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.
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- 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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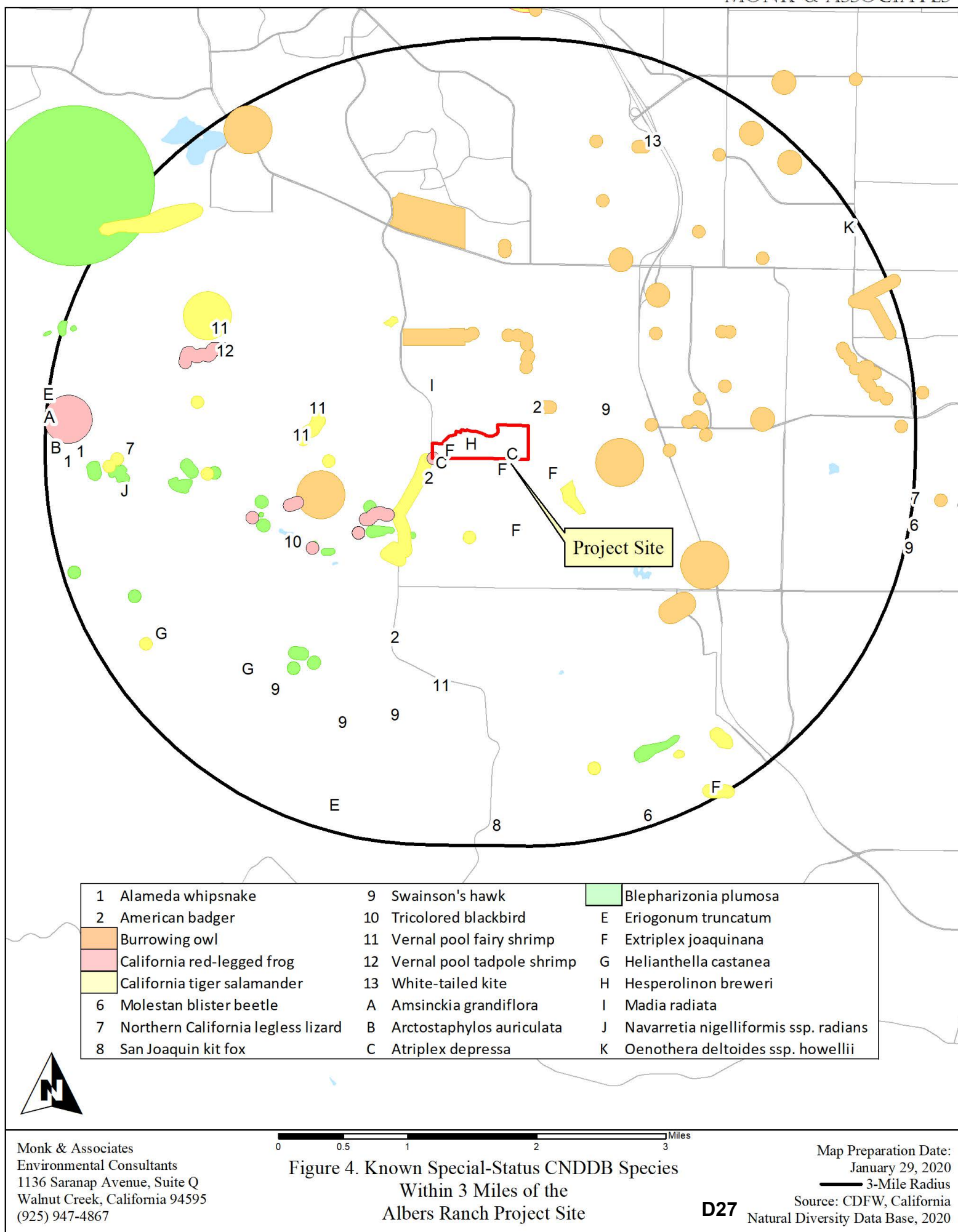
Figure 2. Albers Ranch Project Site
Location Map
Antioch, California

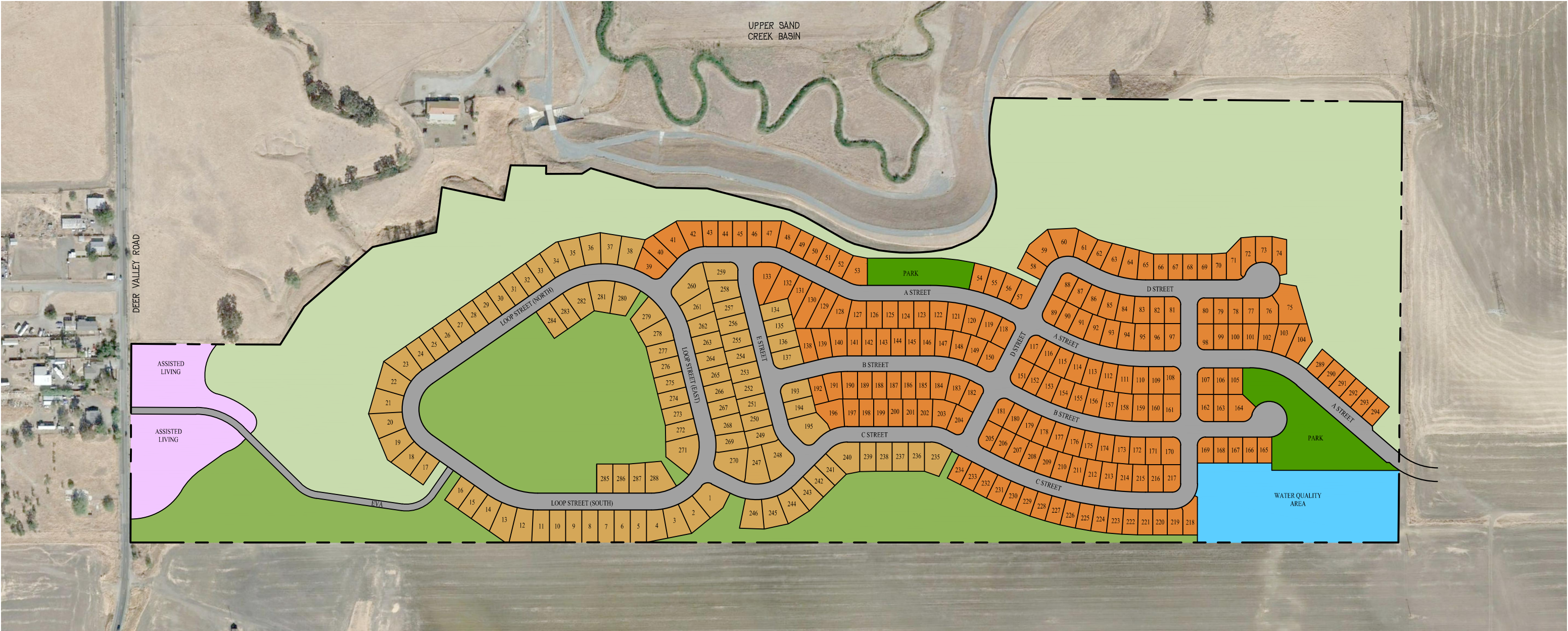
D25

37.941325 -121.766371
Section: 8, 9; T1N R2E
7.5-Minute Antioch South quadrangle
Aerial Photograph Source: ESRI
Map Preparation Date: January 12, 2018

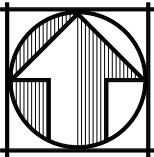


Figure 3. Aerial Photograph of the
Albers Ranch Project Site
Antioch, California





LAND USE SUMMARY			
	LAND USE	AREA (AC)	AREA (%)
<div></div>	45'X80' LOTS	19.1	20%
<div></div>	50'X90' LOTS	12.1	13%
<div></div>	ASSISTED LIVING	3.0	3%
<div></div>	PARK	2.1	2%
<div></div>	SAND CREEK OPEN SPACE PRESERVE	28.8	30%
<div></div>	DEVELOPMENT OPEN SPACE	14.9	15%
<div></div>	WATER QUALITY	3.3	3%
<div></div>	ROAD / EVA	13.2	14%
	TOTAL	96.5	100.0%



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FIGURE E
PROJECT PROGRAMMING

ALBERS RANCH PROJECT

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DATE: JANUARY 31, 2020 SCALE: 1" = 300'

D28

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As used herein, the terms “development”, “project”, “Project”, and “subdivision” refer to the Albers Ranch Project. The terms “applicant”, “developer”, and “Developer” refer to Lucia Albers or her successors in interest with respect to the Project (except where such terms expressly apply to a different project or developer). The term “City” shall refer to the City of Antioch.

A. GENERAL CONDITIONS

1. The development shall comply with the City 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 (Expires January 28, 2027), 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 except as provided by law or pursuant to a written agreement between City and Developer.
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, the applicant shall pay 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 delinquent on permit fees, reimbursement and/or other payments that are due to the City related to the Project.
7. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
8. All utility and similar easements of record that burden the subject property that are no longer in use, are not required for the use and benefit of the Project, and that do not affect individual lots or parcels within the Project

shall be removed prior to or concurrently with the recordation of the first large map 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, unless modified by applicable law or other written agreement with the City.
2. Approval is based upon substantial conformance with the Vesting Tentative Map 9515 dated Sept 23, 2022.
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.
4. The Developer may file a large lot master final map subdividing the original acquired 96.5 acres into a maximum of 13 parcels based on substantial conformance with the Vesting Tentative Map 9515 dated on Sept 23, 2022, received by the Community Development Department. This master final map shall be the first final map and shall comply to these conditions of approval and mitigations measures of this approved "The Albers Property Subdivision 9515" project prior to recording this first final map of the development. Part of the master map or first final map shall be the creation of emergency vehicle access easement (EVAE) shown as parcel A, Park parcel T, Water Quality parcel U, Open Space parcels V, W, X and Y, future development parcels Z1 and Z2, and up to six (6) large lots for future residential subdivision that will be further subdivided into future residential lots and private streets on subsequent final maps. With this large lot final map, all residential lots of said project Tentative Map 9515 may be included in the up to six large lot parcels to be constructed in up to six or more subsequent phases to be reviewed and approved by the City Engineer.
5. With creation of the large lot subdivision final map as stated above or the first final map of the said tentative map 9515, the Developer shall offer to the City a 22-foot irrevocable offer of dedication (IOD) for east side future widening of Deer Valley Road. Along with the offer of dedication shall be a ten-foot (10') wide public utility easement (PUE) starting from the new right of way into the site to the satisfaction of the City Engineer for future undergrounding of the overhead electrical and telephone and internet lines located along the east side of the existing Deer Valley roadway.

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6. With the large lot final map or 1st final map of the subdivision, the Developer shall create future development parcels Z1 and Z2 located along east side of Deer Valley Road, on the southwest corner of the existing project parcel for future development. Development within these two parcels shall be in compliance with the City's Flood Plain Ordinance. The Developer shall submit a separate and complete submittal package for processing the development of these Z1 and Z2 parcels at a future time and follow City planning procedures and ordinances for processing these parcels for new zoning, and development.
7. All required easements or rights-of-way for improvements as shown on the Tentative Map 9515 shall be dedicated by the Developer at no cost to the City. Temporary construction easements or advance permission shall be obtained from adjacent property owners if improvements are required to be installed with development of this project. All work of improvements specified by these conditions shall be completed within the project, which included any new right of ways purchased, easements or temporary construction easements acquired by the Developer from adjacent landowners for the construction of all needed improvements for the development of this project.

C. DISTRICTS AND ANNEXATION

1. Prior to filing of a large lot final map and subsequent final maps for recording, the development shall annex the entire project into CFD 2018-02 (Police Protection).
2. Prior to filing of a large lot final map or first final map and subsequent final maps for recording, this project Vesting Tentative Map site shall annex into CFD 2018-01 (Public Services) and accept a level of annual assessments 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. Prior to filing of a large lot final map or first final map and subsequent final maps for recording, the Development will annex into the existing Contra Costa County Fire Protection District (CCCFPD) Community Facilities District (CFD) No. 2022-1 (Antioch Fire Protection and Emergency Response Services) to fund the incremental cost of fire protection and emergency response service delivery. The Developer shall contact the Office of the Fire Chief for specific details on the annexation into this existing CFD.
4. If needed by the City and concurrent with submittal of the first final subdivision map, the applicant may need to annex into an existing adjacent landscape and lighting districts in this area of the City for maintenance of adjacent City major roadways and City facilities in the area.

D. HOMEOWNERS ASSOCIATION 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 HOA owned parcels of private streets: Parcels 'A' through 'S.'
 - All storm drain lines, water quality, detention basins, retention basins within Parcel U and constructed by the project.
 - All EVAEs, trails, and fire access road (pipes, structures, fences, and Parcel 'U').
 - All dedicated park Parcels "T" for private use.
 - Open space Parcels V, W, X, and Y.
 - All streetlights located within the common areas maintained by the HOA.
 - All landscaping along common areas of residential lots within the private streets, except to the extent the CC&Rs or other agreements require a homeowner or other person to maintain such areas.
 - If needed, and requested by the residents, 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 maintained by the HOA to an acceptable City level within the project area.
2. Subject to approval by the state, the Conditions, Covenants and Restrictions (CC&Rs) for the subdivision shall include a provision indicating that the City is named as a third-party beneficiary with the right of way, but not the obligation, to enforce the provisions of street lighting 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 a provision in the CC&Rs cannot be materially amended if the provision relates specifically to the language contained in this Homeowners Association and CC&Rs condition #2 without the prior written consent of the Community Development and

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Public Works Directors and City Attorney of the City. 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.

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 and approval.
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 (use of water truck sprays and straw) shall be used to stabilize the dust generated by construction activities. The applicant shall post "keep out" signage, fences and concrete barriers to the general public with the contact number of the applicant, City staff, and the air quality control board to be seen by the general public when approaching the site construction area.
4. The project site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times and be kept in safe condition with adequate fencing and safety measures in place for constructor and City personal that will be allowed on the premises during construction.

F. SITE AND PROJECT DESIGN

1. All proposed public and private improvements within this development shall be constructed to City standard plans, specifications or Contra Costa County or State of California Transportation Department (Caltrans) standard plans or specifications as otherwise approved by the City Engineer.
2. All public and private streets shall intersect at approximately 90 degrees with another public and private streets and shall be widened and

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reconfigured to allow two full size passenger vehicles to be able to pass each other in a continuous turning movement of a fire engine design vehicle that meets the geometric requirements of this said vehicle to make a 90 degree turn with in the street pavement per the latest Caltrans Highway Design Manual for Intersection Design Standards (Topic 400 & 405), and the latest MUTCD manual as approved by the City Engineer.

3. The location of all driveways shall be perpendicular or radial to the street centerline, and geometrics reviewed and approved by the City Engineer prior to construction.
4. The maximum driveway slope shall be 12 percent or as approved by the City Engineer.
5. The construction of all driveways shall be a minimum of five feet (5') from the point of the begin curve (BC) or point of the end of curve (EC) of any street curb returns or EVAEs.
6. The dedication of all private street rights-of-way shall be located at least from behind the back- of-curb or behind the sidewalks or greater as shown on the various sections of the Vesting Tentative Map 9515.
7. The construction of all curbs and curb returns shall comply with the latest American disability act (ADA) ramps and driveways per the latest version of City standard plans and/or Caltrans standard plans to the satisfaction of the City Engineer.
8. Vehicle drivers' line of sight and safe sight stopping distance at intersections, driveways and at roadway turns shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as defined by Caltrans design manual and MUTCD manual for 25 mph design speed, and as approved by the City Engineer. The geometric design of all roadways shall be reviewed and approved prior to building permit and constructed prior to occupancy of the first residential lot with each phase of development.
9. All lot residential lot property sidelines shall be perpendicular or radial to the fronting street face of curb line for a minimum distance of 5 feet from the face of curb, and/or configuration is approved by the City Engineer.
10. All rear and side yard fencing shall be constructed by the Developer prior to occupancy of each residential lot, as approved by Director of Community Development and the City Engineer.
11. 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

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minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.

12. All proposed street names of the listed below streets shall be approved by the Planning Commission prior to recordation of the first final map. Changes to street names shall require Planning Commission review and approval. These streets are the following:
 - Hillcrest Avenue (Existing).
 - Streets 'A,' 'B,' 'C,' 'D,' 'E,' 'F,' 'G' 'H' and 'I,' and looped street.
 - Parcels A to S shown on the Vesting Tentative Map 9515.
13. All water meters, sewer clean outs, CATV boxes and other utility infrastructure for each residential lot (water meters, sewer cleanouts, etc.) shall be outside of the driveway and sidewalks, within the 5' wide 'PUE' behind the sidewalk or curb but within the projection of its sidelines, as shown in City standard plans or as approved by the City Engineer.
14. All fencing adjacent to the open space (trails and basins) shall be tubular steel or other fence or wall material as approved by the City Engineer. All fences shall be located a minimum of one foot (1') from the top of slope, or three feet (3') from the bottom of slope as approved by the City Engineer.
15. The Developer shall maintain all undeveloped areas within this subdivision in an attractive manner and in accordance with City grading, fire protection and erosion control ordinances. At least once a year the Developer shall cut down the natural grasses and weeds to ensure proper fire safety within the subdivision until the HOA is created and is fully operative and functioning to maintain the undeveloped and open space areas of the subdivision.
16. The Developer shall prepare a street parking plan that provides one (1) street parking space provided per residential lot shall be located within a reasonable distance from each residential unit that it serves, as shown on the Vesting Tentative Map prepared by CBG and associates and stamped received by the Planning Division on Sep 23, 2022 and as approved by the City Engineer. This street parking plan shall provide parking stall dimensions, parking stall marks, which identifies the location of each residential unit parking stall with each phase of development for review and approval prior to grading and building permit. The parking plan shall also provide stopping bars and stop legends at each various street intersections, center line striping, and all other street striping that is to be installed within the pavement of all residential streets of all phases of the project.
17. If not constructed by another party, and prior to the issuance of the 1st building permit of the first final map or the large lot master map of Tentative Map 9515, the Developer shall design and construct the fourth leg of the

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traffic signal at Hillcrest and Sand Creek Road. This may include design and construction of curb returns, ADA ramps, sidewalks, left turn lanes, street lighting, signage and striping, pedestrian push buttons, and any other improvements to a fully operable traffic signal at the Intersection of Hillcrest Avenue and Sand Creek Road. The design shall utilize the protected phasing for the eastbound and westbound left turn movements and optimize the signal timings of the new four-way intersection to the satisfaction of the City Engineer.

18. At the following locations, the Developer shall post CAMUTCD R-26L" No Stopping" signs at every 300 feet in accordance with City sign standards:
 - Full Length of Hillcrest Avenue extension
19. The construction of mailbox facilities shall be by the Developer at locations shown on the improvement plans for a cluster of residents and shall be reviewed and approved by the USPS, and the City Engineer, and designed prior to the approval of the improvement plans and constructed prior to occupancy of first residential lot in each phase of development.
20. Any damage to existing streets or proposed improvements during construction or damage to adjacent private property improvements, shall be repaired to the satisfaction of the City Engineer at the full expense of the Developer. This shall include sidewalks, streets, storm drain, water utilities, sewer utilities, signage, and striping, retaining walls, fences or other improvements constructed by Developer, as may be required by the City Engineer.
21. The applicant shall construct the "Revised Hillcrest Improvements" which will consist of two contiguous lanes of Hillcrest Avenue generally within a 112-foot right of way along the Project's frontage (together with curbs, gutters, sidewalks, landscaping and a 2-lane bridge over Sand Creek to be built in two phases, and which will serve as interim improvements until such time as the full, 4-lane width of Hillcrest Avenue (the "Ultimate Hillcrest Improvements") is constructed by the City or a third party.

The applicant, as a "Contributing Project", shall reimburse GBN partners, LLC, a Delaware limited liability company, funds in a collective amount equal to the "Reimbursable Share" of the cost of design, permitting and construction of the Revised Hillcrest Improvements including, without limitation, grading, roadway and utility improvements and the value of all right of way dedicated by GBN for the Hillcrest Improvements (including the Ultimate Hillcrest Improvements) (the "Hillcrest Costs"). The Reimbursable Share of the Hillcrest Costs, including any interest on costs incurred by GBN at the annual rate of five (5) percent, shall be paid to GBN upon the earlier to occur of issuance of a grading permit or recordation of the first final

subdivision map for the Contributing Project. The currently estimated cost of the design, permitting and construction of the Revised Hillcrest Improvements (i.e., the Hillcrest Costs) is described in that certain Engineer's Report, dated December 2021 and prepared by Carlson, Barbee & Gibson, Inc.

The amount of the Reimbursable Share shall be based on the predicted proportionate usage of the Revised Hillcrest Improvements by the Project and the Contributing Project (i.e., in accordance with Section 66487(b) of the Subdivision Map Act) described in the Engineer's Report together with that certain report, dated December 2021 and prepared by Fehr & Peers (the "Traffic Study"), which assume that the Contributing Project includes approximately 294 non-restricted age-residential units plus a 100-unit active adult project as currently proposed (the "Contributing Project Unit Count"). Since the Contributing Project Unit Count differs from the foregoing assumptions if and when the Contributing Project is approved by the City, then the Reimbursable Share shall be adjusted proportionately based upon an engineer's report prepared to the satisfaction of the City Engineer prior to approval of the Contributing Project.

Developer shall pay for the cost of preparation of the engineer's report to determine the Reimbursable Share.

G. UTILITIES

1. Unless otherwise stated in these conditions, all private and public street and storm drain improvements shall be designed and constructed per City standard plans, specifications or Contra Costa County or State of California Transportation Department (Caltrans) standard plans or specifications as otherwise approved by the City Engineer in writing. Compliance with City standard plans shall have priority over the other two standards. The design of all improvements shall be reviewed and approved prior to grading permit and building permit of the first final map of each phase.
2. The Developer shall implement the sewer system analysis of the proposed sewer system of the project dated [_____] and then prepare the design of the sanitary sewer system for the project in compliance with City standard plans and Central Contra Costa Sanitary District standard plans and specifications to the satisfaction of the City Engineer with submittal with the improvement plans. The sewer system shall be constructed in phases: for each phase of residential development, the sewer system for those residential lots shall be constructed prior to issuance of a 1st building permit for that phase. The sewer system shall be designed and constructed in accordance with the City standard details first and then if not specified shall designed and modeled be in accordance with Central Contra Costa Sanitary District standard plans and specifications. The Developer shall also submit the proposed subdivision sewer system analysis to City Sewer system

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consultants, and Centra Contra Costa Sanitary District for review and incorporation into the City sewer system model for further analysis to check the adequacy of the City downstream sewer system. The Developer shall pay for such sewer analysis to the satisfaction of the City engineer prior to improvement plan approval and construction.

3. Unless otherwise stated in these conditions, all private and public water line improvements shall be designed and constructed per City standard plans, City of Antioch Water Master Plan and as approved by the City Engineer. Compliance with City standard plans shall have priority over the other City master plan standards. The design and construction of all water line improvements shall be reviewed and approved by the City engineer prior to grading permit and building permit for each phase of development. The Developer shall also submit the proposed subdivision water system analysis to City water system consultants, for review and incorporation into the City water system model for further analysis to check the adequacy of the City water network and storage tank system. The Developer shall pay for such water analysis to the satisfaction of the City engineer prior to improvement plan approval and construction.
4. All Public utilities shall be constructed to their ultimate size, location and in the configuration shown on the Vesting Tentative Map 9515 and per the water, sewer and drainage, and electrical plan master plans previous established for development of the project in the southeast section area of Antioch. Each utility shall be designed prior to building permit and constructed prior to construction of all surface road improvements shown or not shown on the Vesting Tentative Map 9515.
5. Except for Deer Valley Road, all existing overhead electrical (to the extent approved by PG&E and provided transformers are reasonably available), phone and internet lines and proposed dry utilities shall be undergrounded and installed in subsurface concrete vaults or boxes in accordance with the Antioch Municipal Code section 7-3 "Underground Utility Districts" of the Antioch Municipal Code, except the existing PG&E high voltage lines and towers or as approved by the City Engineer. Overhead Utilities along east side Deer Valley Road will be underground when the Z1 and Z2 parcels of Vesting Tentative Map 9515 develop or as agreed up by the City and Developer with the development of Z1 and Z2 parcels.
6. All residential sewage shall flow by gravity to the east of project to the closest intersecting sewer line in Hillcrest Avenue of the adjacent Creekside Development, Tentative Map 9501, or if not constructed, to the closest public street sewer main located in Heidorn Ranch Road in accordance with City standard plans and CCCSD specifications. This sewer main trunk line shall drain by gravity, connecting to other sewer lines within the project, and through the adjacent Creekside Development, Tentative Map 9501, crossing

Sand Creek stream, extend down Sand Creek Road to the existing 15-inch public sewer main located in Heidorn Ranch Road and as approved by the City Engineer. This sewer alignment and sewer design shall be approved prior to the building permit and constructed before occupancy of the first residential lot of the first phase of construction in the residential development.

7. If not constructed by the adjacent Creekside Development, Tentative Map 9501, the Developer will design and construct a sewer gravity pipe crossing of "Sand Creek" stream in accordance with City standard plans and criteria and to the satisfaction of the City engineer. As an alternative, this sewer line stream crossing may consist of attachment of a sewer forced main on the existing bridge that crosses Sand Creek or construction of sewer pump station and forced main under the existing creek to the satisfaction of City Engineer. Another 2nd alternative may consist of the design and construction of a sewer pump station and forced main to adequately transfer sewer under "Sand Creek". This Sand Creek stream crossing shall be designed prior to the building permit of the first residential unit and constructed prior to 1st occupancy of the first residential unit of the 1st phase of the development.
8. At the base of all open space slopes, the Developer shall design and construct a concrete "V" ditch per standard plan CD60 shown in Contra Costa Public Works Department standard plans as approved by the City Engineer, designed prior to grading permit, and constructed prior to occupancy of each phase of development. At the base of smaller slopes, the Developer shall construct these same concrete "V" ditches or 3' wide concrete valley gutters per City standard plans ST-08 in accordance with City and the Contra Costa County Flood Control (FC) District and California State Department of transportation standard plans and specifications. These open ditches and valley gutters shall be connected to storm drain inlet structures and underground storm drainpipe systems that eventually drain to the project storm water detention facilities. For each phase of residential development, the Developer shall design and construct the subdivision drainage system for that phase of residential development prior to the issuance of a certificate of occupancy for the first residential unit of such phase to the satisfaction of the City Engineer.
9. Prior to the first building permit of the first phase of final map, the applicant shall submit storm drain hydrology and hydraulic system analyses in the storm drainage report of a proposed stormwater system and stormwater control plan to the City for review and approval in accordance with City requirements.
10. The storm drain system shall flow by gravity generally in the easterly direction to a detention and retention basin system located at the east end of the project as shown on the Vesting Tentative Map 9515. From these basins the drainage system shall flow by underground pipe easterly through Street I,

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through Creekside Development to a storm drain outfall located in a small drainage swale that flows to Sand Creek (stream) shown on the tentative map 9515. The entire system shall be designed prior to site grading permit of the large map subdivision with respect to the first small lot residential final map.

11. The Developer shall provide the project water system analysis of the complete proposed subdivision water system (both pipe, tank, and pump), that will provide adequate water pressure and volume to serve this residential development in compliance with City and county fire flow for domestic water and fire service requirements prior to the first building permit or grading permit. This system will be designed to at a minimum residual pressure of 20 psi at the highest point of water service and at a minimum static pressure of 20 psi or as approved by the City Engineer. The system shall not exceed 80 psi pressure or pressure reducing devices on each lot will be installed. See Fire and City Water Requirements for additional water flow conditions. The Developer shall also submit the proposed subdivision water analysis to City Water system consultants, Brown and Caldwell, or other selected consultant for incorporation into the City water system model for further analysis and compliance with City water requirements. The Developer shall pay for such water analysis to the satisfaction of the City engineer prior to improvement plan approval and construction.
12. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, the Developer shall be responsible for installing any water mains to create a looped system at no cost to the City.
13. All residential houses shall drain to the front residential street of each unit. The Developer shall connect each residential building's downspout directly to the local storm drain system of each lot that will also drain the back yard of each residential lot to the street curb as approved by the City Engineer. The Developer shall grade each lot to drain to the public street at the front of the lot at a 1% minimum drainage grade. If a 1% minimum grade cannot be maintained the Developer shall provide an underground drainage pipe system at minimum grade of 0.35% slope grade to the flow line of the gutter in the private street to the satisfaction of the City Engineer prior to occupancy of the residential unit.
14. Prior to acceptance of public utilities, the Developer shall provide the City as built AutoCAD CAD drawings of all improvements of the subdivision to the satisfaction of the City Engineer. GPS coordinates of all existing and proposed utilities shall be shown on all drawings. This includes all water lines and valves, fire hydrants, and any other water facilities, all sewer pipes and structures, all storm water pipes and structures, including inverts and clearance of pipes, or other water line features. Developer shall also include

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GPS coordinates of signs, street signs, light poles, water meters and irrigation controllers. These GPS coordinates must be provided in GIS shapefile format using NAVD 88 (with conversion information) prior to release of bonds.

15. The Developer shall design and construct storm drain facilities for all improvements constructed in open space parcels (including open concrete ditches, slopes, trails, EVAEs access roads, park parcel) to adequately collect and convey stormwater within each parcel within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed.
 - a. All public utilities, including storm drainpipes and ditches, shall be installed in the streets avoiding any private connections between lot locations. All proposed drainage surface facilities, including open ditches, shall be constructed of Portland Concrete Cement, per City standards as approved by the City Engineer.
 - b. The residential subdivision storm drain system shall flow by gravity to the bioretention water treatment basin and the detention basin as shown within the Vesting Tentative Map 9515 with no diversion out of existing watershed(s) to the satisfaction of the City Engineer.
 - c. Both bioretention and detention basins and associated improvements shall be constructed and operational prior to issuance of the first residential building permit of the first phase of development.
 - d. All water quality and bioretention and detention basins shall be designed to the satisfaction of the City Engineer with an emergency spillway to provide controlled overflow relief for the 10 year and 100-year storm events, and a low flow outfall for 2-year event and prepare an Operations and Maintenance Manual (for each basin) shall be submitted to the City for basins prior to the issuance of the first building permit. The Developer shall construct a 12 feet wide access road to each of the water quality and bioretention basins. A black metal rod fence shall be installed surrounding the basin with an access gate prior to occupancy of the first residential unit within the first phase of construction.
 - e. The main storm drain system shall be designed to flow generally in a northeasterly direction into Sand Creek subject to the approval of the City. Developer shall obtain all other permits as may be required by law from other government agencies with jurisdiction over the Project.
 - f. If not constructed by the adjacent Creekside Development, Tentative Map 9501, the storm drain system shall be designed for ultimate

widening of Hillcrest Avenue and generally flow in a northerly direction into a 48" storm drain and outfall into Sand Creek stream subject to the approval of the City.

16. The water system for this Vesting Tentative Map 9515 development shall be designed as a looped distribution system along with the adjacent Creekside Development, Tentative Map 9501, and other adjacent developments that are approved prior to construction of the first phase of this Vesting Tentative Map and the City existing water system. As stated previously, on the east side of the project, the Developer shall design and construct a 12-inch water main located in the extension of Hillcrest Avenue and Sand Creek Road to a water line located within the project to the satisfaction of the City Engineer. As stated previously stated on west side of the project, the Developer shall design and construct a 12-inch water line starting from the existing water line in Deer creek road, through the EVA located on the west side of the project, to an 8-inch water main located within the project to the satisfaction of the City Engineer. The exact location of connection into the subdivision will depend on the phase of construction.
17. As stated earlier and shown on the Vesting Tentative Map, with the construction of 12-inch water line is construction of a 21-foot-wide paved EVAE from Deer Valley Road elevated out of the 100-year floodplain. With the construction of this EVAE is the installation of a minimum of 12-foot by 5-foot concrete box culvert to convey the 100-year creek flows of Sand Creek around and through this culvert under the roadway. This new culvert will require stream modeling of existing stream using HEC HMS and DEC RAS creek analysis engineering software by a competent consulting engineer approved by the City and require review and approval of the new culvert analysis and design by City. Developer shall obtain all other permits as may be required by law from other government agencies with jurisdiction over the Project. This EVAE will also trigger the construction of bioretention basin located close to Sand Creek as shown on the Vesting Tentative Map 9515, to handle drainage from the EVAE to the existing creek.

H. LANDSCAPING

1. Landscaping on all slopes, medians, bioretention basins, detention basins (C.3) basins and open space areas shall be approved by the City Engineer or his or her designee and shall be installed, at no cost to the City and installed by the Developer prior to first phase of occupancy of the first phase of first residential unit.
2. A minimum of one (1) 15-gallon tree shall be located within ten feet (10') of the sidewalk in the front yard of each lot and the side yard of corner lots prior to the issuance of the Certificate of Occupancy. The type and location of the

tree shall be as approved by the City Engineer or his or her designee and installed prior to occupancy of the fronting residential unit.

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 the City shall review for compliance with typical landscape plan(s) and approve prior to issuance of building permit.
4. If development is caught in drought conditions during construction, the City Engineer has the authority to delay some, or all the landscape improvements as described in these Conditions of Approval.
5. The Developer shall submit final landscape plans that identify specific plant materials to be planted, including all shrubs and groundcover, providing both common and botanical names, sizes, and quantities at the time of building permit submittal. The project shall emphasize local and native species of plants in the landscape design. The landscape design shall be submitted prior to the building permit of each phase of construction prior to occupancy of the first residential unit.
6. Landscaping shall be provided on all slopes, medians, bioretention and retention basins and open space areas as approved by the City Engineer or his or her designee, with the landscaping design to be completed prior to building permit of the first residential unit within each phase (and such landscaping thereafter to be installed at the Developer's expense).
7. As recommended by the Parks and Recreation Commission, the "Park" shall meet all the City's Park design standards current at the time of park construction. All final park designs shall be reviewed and approved by the Parks and Recreation Commission prior to the issuance of a building permit for any building surrounding the park.

I. FIRE REQUIREMENTS

1. The applicant shall comply with the following conditions provided by the CCCFPD dated June 2021:
 - 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 44 feet (44') or as approved by the City Engineer. Should

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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 per one (1) fire hydrant flowing at 20 PSI residual pressure simultaneously 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 access roadways and fire hydrants shall be installed, and in service, prior to construction of any 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 one-half-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 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 files shall be saved in the latest AutoCAD file format. (501) CFC
- j. Submit plans to: CCCFPD, 4005 Port Chicago Highway, Suite 250, Concord, CA 94520-1180.
- k. Developer shall maintain the open space areas until at such time the hillside parcel taken over by the maintenance of the future HOA of the subdivision

J. FEES AND REIMBURSEMENTS

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1. Unless timely challenged by the applicant as permitted by law, the applicant shall pay all City fees which have been established by the City of Antioch City Council and as required by the Antioch Municipal Code prior to building permit.
2. Project shall comply with City Council Resolution No. 2006/79; the Developer shall pay all costs and fees and accumulated interests apportioned by Public Benefits District (PW 628-BD) for this development.
3. As recommended by the Parks and Recreation Commission, the Developer can pay Park-in-lieu fees in the amount of park improvement installed and pay to the City full park fees to meet the Project's Park land dedication obligation requirements prior to building permit.
4. 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. CCCFPD 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 FC Drainage Area fee.
 - e. School Impact Fees.
 - f. Delta Diablo Sanitation Sewer Fees.
 - g. Contra Costa Water District Fees.
5. The applicant shall pay their fair share payment to be determined in accordance with the terms of the "Aviano Sanitary Sewer Reimbursement Agreement" (dated March 9, 2021). The costs of the Sanitary Sewer Improvements subject to the fair share payment include all costs of the design and construction thereof and all costs incidental to such design and construction.

The City Engineer shall calculate and determine the fair share payment amount owed by applicant for the Sanitary Sewer Improvements, and shall provide such determination to applicant. The fair share payment for the

Sanitary Sewer Improvements shall be due prior to recordation of the first final map for the Project.

6. The applicant shall pay their fair share payment to be determined in accordance with the terms of the "Aviano Roadway Reimbursement Agreement" (dated March 9, 2021) The costs of the Supplemental Roadway Improvements and Sand Creek Extension Project Improvements subject to the fair share payment include all costs of the design and construction thereof and all costs incidental to such design and construction.

The City Engineer shall calculate and determine the fair share payment amount owed by applicant for the Supplemental Roadway Improvements and the Sand Creek Extension Project Local Share, and shall provide such determination to applicant. The fair share payment for the Supplemental Roadway Improvements and Sand Creek Extension Project Local Share shall be due prior to recordation of the first final map for the Project.

K. MODEL HOMES

1. If the Developer requests model homes, a sales trailer, or construction trailer, can be proposed and the Developer shall submit a site plan showing the exact location of the trailer with adequate parking free from the installation of any gravel private road improvements and if needed drainage basins. The plan shall be submitted to the Antioch Engineering and Building Departments for review and approval prior to installation of any homes. All sales or construction trailers shall be placed out of the private or public rights-of-way to the satisfaction of the City Engineer.
2. The model home complex paved parking lot shall be in an empty residential lot, not in the private street subject to review and as approved by the City Engineer.
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 a soils and structural engineer, as well as any other professionals, deemed necessary to review and verify the adequacy of the soils in the grading of the project to the design grades and slopes, and the placement of the various streets and residential structures to the configuration shown on the Vesting Tentative Map 9515. A geotechnical investigation and report shall be prepared and submitted to the City for review and approval prior to grading permit and grading construction. If deemed necessary by the City Engineer, this may include

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field boring, test pits and site inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.

2. All mass and rough grading of all cut and fill operations shall not allow erosion and sedimentation to occur anywhere outside and within the project. The slopes shall be hydroseeded as soon as possible during and after mass and rough grading operation ceases. Erosion control and clean water control measures shall be implemented as soon as possible during all phases of construction in accordance with a State, and local approved erosion and sedimentation control measures and site inspections.
3. Rough and final grading permits shall be obtained from the City prior to any grading operations. Retaining walls shall be structurally designed with concrete and concrete masonry or other approved methods and made to blend into the hill side development. The design of all retaining walls shall be reviewed and approved by the City Engineer, planning department and local building official to the satisfaction of the City Engineer prior to construction.
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 or roadway.
6. All lots shall be graded to drain positively from the rear of the lot to the street or as approved by the City Engineer.
7. The swales adjacent to the house structure shall have a minimum of a one percent (1%) slope or as directed by the City Engineer.
8. All grading is subject to the coordination and approval of the affected existing 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 developer agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of approval with this resolution.
10. The grading plan for this development shall be approved by a competent Geotechnical engineer that will supervise the grading operations and the City Engineer.

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11. All elevations shown on the plans shall be on NAVD 88 as approved by the City Engineer.
12. Any retaining or sound walls shall not be constructed in the City right-of-way or other City maintained parcels unless approved by the City Engineer.
13. 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.
14. 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.
15. The minimum longitudinal concrete gutter flow slope shall be 0.75 percent.
16. Prior to the approval of the grading plan(s), the City Engineer shall determine if a soils or structural engineer, are required to review the building permit plan set submitted for this project. If deemed necessary by the City Engineer, field inspections by such professionals will be required to verify compliance with the approved plans. Costs for these consulting services shall be incurred by the Developer.
17. All grading on adjacent properties 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, and/or grade" adjacent properties prior to issuance of the grading permit.
18. The grading operation shall not allow erosion and sedimentation to occur into the private or public storm drain system or on private properties. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases and rain events. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan and implementing proper erosion control detail techniques and completed prior to occupancy of the units within each phase of the subdivision.
19. All residential lots and public parcels shall drain to closest public street, or public parcel or approved drainage facilities as approved by the City Engineer.
20. The Developer shall implement Project-specific Geotechnical Recommendations Prior to issuance of any grading permits, all recommendations and specifications set forth in the project specific Geotechnical Exploration Report prepared for the proposed project shall be reflected on the project grading and foundation plans (inclusive of seismic

design parameters), subject to review and approval by the City of Antioch Engineer.

21. All Grading, Foundation Plan Review and Construction Inspection /Monitoring Program shall be completed prior to issuance of any grading permits. The Developer/ project Applicant shall retain a design geotechnical engineering firm to review the final grading and foundation plans and specifications to evaluate whether recommendations have been implemented from the project-specific Geotechnical Exploration Report, and to provide additional or modified recommendations, as needed. Construction monitoring shall be performed by a California Registered Geologist and/or Engineer to check the validity of the assumptions made in the geotechnical investigation. Earthwork operations shall be performed under the observation of a California Registered Geologist and/or Engineer to check that the site is properly prepared, the selected fill materials are satisfactory, and that placement and compaction of the fills has been performed in accordance with recommendations and the project specifications.

M. CONSERVATION/NPDES

1. The Developer shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a 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 SWCP 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.
2. Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required to comply with C.3 regulations.

3. The following requirements of the federally mandated NPDES program 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 Developer shall submit a permit application consistent with the applicant's approved SWCP, 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 SWCP shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the SWCP 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 for the first house in the subdivision, the Developer 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 for the first house in the subdivision, the Developer shall execute and record any agreements identified in the SWCP which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
 - e. To prevent site drainage from draining across sidewalks and driveways in a concentrated manner, the Developer shall install curb drains under sidewalks. 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 Engineer Division for review and approval prior to grading.

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- f. Prior to issuance of the grading permit, the Developer shall 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.
 - g. The Developer shall install appropriate clean water devices at all storm-drain inlets immediately prior to entering the public storm drain system. Always implement Best Management Practices (BMPs).
 - h. The Developer shall install on all catch basins "No Dumping, Drains to River" decal buttons.
 - i. If sidewalks are to be 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.
 - j. 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 seedling, 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.
 - k. 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.
 - l. The Developer shall ensure that the area surrounding the project such as the streets, creek or adjacent properties 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 truck loads shall be covered.
4. With the creation of Parcel U for drainage purposes, the Developer shall construct a drainage treatment bioretention basin and drainage detention basin to handle drainage from lots 54 to 181,205 to 234 and their adjacent street and open space drainage. This includes installation of all needed

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storm drain lines, grading, drainage inlets and outlet structures, drainage treatment and detention basins, wears, pathways, maintenance access roads, fencing, gates, trash racks, and any other needed improvements for the parcel to function as drainage treatment and detention basins for the entire project shown on the Vesting Tentative Map 9515.

5. Per State Regulations, the Developer shall comply with all impervious surfaces including off-site roadways to be constructed as part of the project are subject to C.3, County and State requirements prior to occupancy of the first residential unit of the first phase of construction.
6. Prior to the issuance of grading permits, the project Applicant shall prepare and submit to the City Engineering Department and Central Valley Regional Water Quality Control Board (RWQCB), a SWPPP detailing measures to control soil erosion and waste discharges during construction. The SWPPP shall include an erosion control plan, a water quality monitoring plan, a hazardous materials management plan, and postconstruction BMPs.
 - a. Design Details.
 - i. The Developer shall prevent any residential lot drainage from draining across other residential lots, private sidewalks, and driveways in a concentrated manner.
 - b. On-Going Maintenance.
 - i. The Developer shall clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15th and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.

N. FINAL SUBDIVISION BOND REQUIREMENTS

1. As stated above the Developer may file a large lot master final Map subdividing the original acquired 96.5 acres into maximum of 13 parcels or first final map based substantial conformance with the Vesting Tentative Map 9515 prepared on Sept 23, 2022 received by the Community Development Department and shall be in compliance to these conditions of approval and mitigations measures of this approved "The Albers Property subdivision 9515" project prior to recording the first final map of the individual residential lot subdivision. All residential lots shall be included in not more than six (6) large parcels to be constructed in three subsequent phases.

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2. These subsequent subdivision final maps shall be submitted to subdivide the large lots into individual residential lots within each phase of development. The large final map is 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 shall be 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.

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 percent 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 engineer and 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 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. 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.

O. MITIGATION MONITORING AND REPORTING PROGRAM

- 1. The Developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program provided in the CEQA approval documentation.

P. CONTRA COSTA COUNTY FLOOD CONTROL

- 1. Developer shall comply with the three Recommended Conditions of Approval stated in the email dated August 22, 2023, to Kevin Scudero of City of Antioch from Alexander Zandian, Staff Engineer, Contra Costa County Flood Control, listed below as follows:
 - a. The Developer shall pay Drainage Area 130 fees prior to filing the first final map of tentative Map 9515.

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- b. The Developer shall apply for and obtain a Flood Control (FC) District Encroachment Permit for any work planned within the FC District's right-of-way, including slope easements, or any work that affects the FC District's right-of-way.
- c. If the Developer is unsuccessful in securing access for extension of Hilcrest Avenue for construction of the project, and a roadway crossing the dam and across the eastern edge of the basin is ultimately needed for access to the development could be an acceptable alternative. The Developer shall provide conceptual access exhibits to the County Public works department for review, including grading plans for the FC District's review and consideration. The FC District, in conjunction with the State of California Division of Safety of Dams (DSOD), will consider the possible impacts of the grading and operation of this temporary roadway, and determine if a sale of access rights to this development is in the public interest.

Q. PROJECT SPECIFIC CONDITIONS

- 1. All private streets shall have five-foot (5') wide sidewalks with concrete curbs and gutters located on both sides of the street to the satisfaction of the City Engineer. Rolled or battered curbs shown on the Vesting Tentative Map 9515 are not approved by the City Engineer and shall be redesigned using City standards plans and presented to the City for approval prior to submittal of any improvement plans.
- 2. If the adjacent Creekside Development, Tentative Map 9501 (APN 057-050-024), does not develop before this Project starts construction, the City shall cause the owner of the Creekside Development to convey to Developer 112 feet of the Hillcrest Avenue right of way and Developer shall construct those roadway improvements not yet constructed as described as the "Revised Hillcrest Improvements" in that certain Settlement Agreement entered into between City and GBN Partners, LLC, as of January 31, 2022. In such event that Developer is obligated to construct such improvements, Developer shall fully construct the access road and concrete sidewalk of Hillcrest Road from Sand Creek Road to "I" street as described in the Revised Hillcrest Improvements prior to the issuance of the 1st Building Permit of the subdivision. These improvements shall be subject to the requirements of the reimbursement obligations as described in Condition Q.4 below.
- 3. The Developer shall construct a minimum 21-foot-wide paved EVAE from Deer Valley Road to the project looped street (south). This shall be designed and constructed to the satisfaction of CCCFPD and as approved by the City Engineer prior to construction of the 75th building permit of the first phase of construction. The Developer shall install 21-foot-wide

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temporary access roads to paved streets in Phases 1 and 2 prior to construction of any residential homes within each Phase.

4. If the adjacent Creekside Development, Tentative Map 9501, does not develop prior to the Project, City shall either require the Creekside developer to either enter into a reimbursement agreement with Developer or establish a benefit district consistent with the Settlement Agreement referenced in Condition 2, above, for the fair share reimbursement to this Developer for the design and construction of improvements benefiting the adjacent properties (APNs 057-050-024 & 057-042-006), including without limitation the reimbursement for the fair share cost of design and construction costs of the extension of Hillcrest Avenue, 'I' street, 12-inch waterline, 8-inch Sanitary sewer line and creek crossing, storm drain lines in Hillcrest Avenue and other wet and dry utilities benefiting the Creekside development (including all items listed in Sections Q.2 and Q.4). Total costs of these improvements shall be submitted to the City in a benefit district report after completion of construction and fair share amounts shall be determined and approved by the City Engineer and taken to City Council for approval and recordation.
5. The Developer shall construct 10-foot-wide paved trail system/pathways with asphalt or concrete.
6. Fencing around stormwater detention basin, Parcel 'U' shall be wrought iron fencing or as approved by the City Engineer.
7. All park landscaping, equipment and materials are to follow current City standards or as approved by the City Engineer and be constructed prior to the first building permit in the first phase of development.
8. 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 each final map. The Developer shall install an approved mailbox facility for mail delivery of the future residential lots at locations reviewed by the USPS and the City Engineer prior to the approval of each final map and improvement plans. These mailbox facilities shall be installed with the construction of residential units within each phase of the subdivision.
9. Developer shall prepare and submit Signing and Striping Plans using the latest version of the MUTCD and Caltrans Standard Plans of Pavement Markers and Traffic Lines Typical Details as depicted in the standard plan A20 and A24 and the latest version of the California MUTCD's standards. The striping shall be compliant with the latest version of Caltrans Standard Plans A90 series of plan sheets. Lane widths to be finalized through Signing and Striping Plans subject to approval by the City Engineer. All

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striping of paved streets shall be completed prior to occupancy of the first unit within each phase of development.

10. The Developer shall design and submit a street light photometric analysis and street light layout plan of the placement of streetlights at every 180 to 200 feet per St-18 City standard plans. The improvement plan submittal shall include the photometric calculations for average, minimum, maximum, and uniformity illuminance values for the street to the satisfaction of the City Engineer. All streetlights shall be constructed with the construction of road system of each phase and installed prior to the first residential unit with each phase of development.
11. The Developer shall prepare a construction traffic control plan and construction phasing plan be submitted for review and approval with the improvement plans by the City engineer. All Street improvements for access to the first phase shall be fully completed prior to occupancy of the first building permit of that phase as approved by the City Engineer and implemented prior to start of construction.
12. The Developer shall design and submit an on-site, street light Photometric Analysis Plan of the placement of streetlights 180 to 200 feet spacing per St-18 City standard plans in the corridor that include the photometric calculations for average, minimum, maximum, and uniformity illuminance values for the street to the satisfaction of the City Engineer. All streetlights shall be constructed with the road system of each phase and installed prior to the first residential unit with each phase of development.
13. A construction traffic control plan shall be submitted for approval with the improvement plans for approval by the City. All Street improvements for access to the first phase of building permits shall be fully improved prior to the first building permit along street improvements as approved by the City Engineer and implemented prior to start of construction of each phase of development.
14. On all private lanes/streets/drives, consistent with California Fire Code standards, the Developer shall post CAMUTD R26 "no parking signs" every 300 feet or install red curb (fire lane) that will be enforced by the subdivision HOA(s) and install prior to occupancy of the residential unit within each phase of development.

All curb ramps shall be designed and constructed per current ADA standards on the corners of the intersections or as approved by the City Engineer.

15. The Developer shall consult with the project geotechnical engineer in determining the pavement section thickness by testing the existing soil and conduct the standard state of California (Caltrans) R tests based on

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Traffic index provided by the City and provide a pavement section based on the test results to the City for review. The minimum pavement section shall be as follows:

- a. Public Streets ('I' Street): width of 60-foot, TI = 6, and four-inch (4") AC over 12-inch Class II AB.
 - b. 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, four-inch (4") and AC over 12-inch Class II AB.
 - c. Hillcrest Ave shall have a minimum traffic index (TI) of 8 and a minimum pavement thickness of six-inch (6") AC over 16-inch Class II AB.
16. The Developer shall comply with all recommendations from the Project Traffic Impact Analysis (TIA) and Environmental Impact Report (EIR) by making the following improvements.
 - a. If not constructed by another party, the Sand Creek Road/Hillcrest Avenue traffic signal shall be modified to add a fourth leg to the traffic signal by modifying the traffic signal, constructing traffic related modifications such as traffic lane transitions, bike lanes, left and right turn lanes as identified in the TIA, add additional curb returns, ADA ramps, crosswalks, signage and striping, pedestrian signals to the satisfaction of the City Engineer.
17. All park equipment, plant materials and irrigation system shall follow current City standards as approved by the City Engineer.
18. No in-between lot gate 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 "private park" shall meet all the City's Park Design Standards current at the time of the park's construction.
20. If not completed by previous developer, the right-of-way of the existing access road for PG&E electrical sub-station shall be vacated by Pacific Gas & Electric (PG&E) for the construction and dedication of the future Hillcrest Avenue to be used as the new access to their existing substation facility at no cost to the City.

R. PRIVATE STREET IMPROVEMENTS

1. The Developer shall prepare the design and construct all private streets, trails, access easements, dry utilities, grading and drainage, sewer, water, storm drainage, project improvements and dedications as shown in Tentative Map 9515 dated September 22, 2022 prepared by CBG Engineers (job no 1319-30).

S. CONSTRUCTION PHASING

1. The Developer shall submit a phasing plan for the entire proposed residential development of the project to the Engineering and Planning Departments prior to submittal of any improvement plans, reports, construction documents and final maps to the City for review. The phasing plan shall provide an implementation schedule that will be in compliance with these conditions of approval. The proposed phasing plan shall include rough grading, installation of the various back bone sewer, water and drainage, and dry utilities, and roadway improvements needed for the entire project development. It will also consist of those improvements that could be constructed within each phase of development of various residential lots. These phasing plans shall be part of the first set of improvement plans for review and approved by the City Engineer prior to the issuance of any building or site improvement permits.

ATTACHMENT "E"

CITY OF ANTIOCH PLANNING COMMISSION REGULAR MEETING

Regular Meeting
6:30 p.m.

November 20, 2024
City Council Chambers

1. CALL TO ORDER

Chairperson Riley called the meeting to order at 6:30 P.M. on Wednesday, November 20, 2024, in Council Chambers.

2. ROLL CALL

Present: Commissioners Jones, Lutz, Martin, Vice Chairperson Webber and Chairperson Riley

Absent: Commissioner Hills

Staff: City Attorney, Thomas Lloyd Smith
Assistant City Attorney, Brittany Brace
Acting Director of Community Development, Kevin Scudero
Planning Manager, Zoe Merideth
Contract Planner, Cindy Gnos
Contract Engineer, Kevin Van Katwyk
Minutes Clerk, Kitty Eiden

3. PLEDGE OF ALLEGIANCE

Chairperson Riley led the Pledge of Allegiance.

4. PUBLIC COMMENT – None

5. CONSENT CALENDAR

- 5-1. DR2023-0010 | Wild Horse Extension | Eastern End of Wild Horse Rd. -** The applicant is seeking a five-year extension of a previously approved Vesting Tentative Subdivision Map (VTSM 357-302-20) for condominium purposes, Final Development Plan, and Design Review standards for a 126 multifamily unit residential community and associated improvements on an 11.72-acre project site, known as The Wild Horse Multifamily project.

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously approved Consent Calendar Item 5-1. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber, Riley

NOES: None

ABSTAIN: None

ABSENT: Hills

6. CONTINUED PUBLIC HEARING

- 6-1. GP-19-04, MDP-19-01 | Albers Ranch | East of Deer Valley Rd** - The project applicant, Lucia Albers, is seeking approval of the Albers Ranch Project, consisting of 294 single-family units, future development of an assisted living facility, and neighborhood commercial uses and 49.1 acres of open space. Project Location: East of Deer Valley Road/Deer Hill Lane intersection / APNs 057-042-006, 057-050-021

Acting Director of Community Development Scudero introduced Contract Planner Gnos who presented the staff report dated November 20, 2024, recommending the Planning Commission 1) Adopt the resolution recommending City Council certification of the Albers Ranch Project EIR, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program. 2) Adopt the resolution recommending City Council approval of a General Plan Amendment to amend the City of Antioch General Plan (GP-19-04). 3) Adopt the resolution recommending City Council approval of an ordinance rezoning the property to HPD and adopting the Master Development Plan (MDP-19-01). 4) Approve the resolution recommending City Council approval of a Vesting Tentative Subdivision Map and a Resource Management Plan

Joel Keller representing Albers Ranch, thanked the Commission and staff. On behalf of the applicant, he requested modifications to conditions of approval J-5 and J-6, noting the sewer and roadway for the Aviano project lacked a nexus to their project so they believe there should be no obligation to participate in the improvement agreements. Additionally, he noted conditions Q-1 and Q-3 required the construction of emergency vehicle access and they disagreed that curb and gutter were necessary elements of the EVA Road. He proposed an alternative with variable slopes to carry water away from the roadway. He requested the Planning Commission adopt the resolutions subject to the modification of conditions J5, J6, Q1 and Q3.

Lucia Albers, Applicant, provided the Planning Commission with written comments and read it into the record. Her comments included a history of her project and her appeal for several conditions of approval.

Chairperson Riley opened the public comment period.

Eric Haynes, Business Representative with Sheet Metal Workers Local 104, requested the Planning Commission support the Albers Ranch project.

Ray Devlin representing Colliers, stated he was assisting the applicant in the sale of the property to a home builder. He discussed the park amenities planned for the hillsides and requested the City allow for a park in lieu fee credit for that work.

Laura Kindsvater, Antioch resident, stated this property would benefit from having more than 70% native plants with the majority being keystone species to support pollinators and other wildlife.

Debbie Toth representing Choice in Aging/Bedford Center, spoke in support of the project particularly the assisted living facility noting it would help prevent homelessness for the aging population in Antioch. She urged the Planning Commission to support the project.

Chairperson Riley closed the public comment period.

In response to Commissioner Martin, Contract Planner Gnos identified the neighborhood commercial and assisted living parcel.

Commissioner Martin commented that current market demand indicated the need for this type of product, and it would assist the City in meeting their RHNA numbers.

In response to Commissioner Martin, Contract Planner Gnos stated the development would be private; however, gates were not proposed at this time. She explained when the Aviano project was approved the City required that they dedicate an irrevocable offer of dedication allowing access to the Alber's property because they wanted a secondary access option. She noted the road traveled up through parcel "Y" along the Contra Costa County Flood Control to Sand Creek, and the sewer connection could also be in the area, which was why they had reimbursement agreements. She noted there was an irrevocable offer of dedication so if the subdivision could not come to an agreement with Creekside, they still had options for secondary access and sewer connection.

Commissioner Martin stated he did not support a project of this size having only one access and expressed concern the west access was only for emergency vehicles.

Contract Planner Gnos explained that the curb and gutter were required on the EVA road because that was shown on the tentative map.

Contract Engineer, Kevin Van Katwyk, speaking to the EVA road, explained that Acting Director of Public Works/City Engineer Buenting wanted to keep the curb and gutter on the downhill side and a vertical curb on the uphill side. He confirmed the road would be built to City standards.

In response to Commissioner Martin, Acting Director of Community Development Scudero clarified that the Planning Commission would determine compliance with the state water efficient landscape ordinance when the builder came back with their detailed landscape plan. He noted condition H-5 encouraged the use of local and native plant species. He noted Council provided direction to staff to advance a native plant ordinance; however, at this time there was no requirement for a certain percentage of native plant species.

In response to Commissioner Webber, Ms. Alber's confirmed they had a project labor agreement with the union.

In response to Commissioner Jones, Acting Director of Community Development Scudero confirmed that the Assisted Living project had not been separated out; however, the applicant had not submitted a specific site plan or development plan for that parcel. He explained that the

development standards and the environmental review had been established for the site so when that project is brought forward it would go through the use permit design review process.

In response to Commissioner Jones, Ms. Albers stated that they estimated approximately 100 individuals would be housed at the assisted living facility. She commented that flood control had blocked access to the road going to the Aviano project. She noted they shared the cost of the utilities and road with the Creekside developers.

In response to Commissioner Jones, Acting Director of Community Development Scudero explained that legal counsel had reviewed the developer's objections to conditions of approval J-5 and J-6, and determined that the conditions needed to remain.

In response to Commissioner Jones, Ms. Albers stated they were requesting a waiver of park fees since they had acres of open space plus trails that would be maintained through Covenants, Conditions and Restrictions (CCRs) and they also had an onsite park for residents.

In response to Commissioner Lutz, Contract Planner Gnos stated there had been no changes in state law that would impact the Resource Management Plan. She emphasized that the mitigation measures outlined in the Environmental Impact Report (EIR) were strong and would be implemented proficiently. Acting Director of Community Development Scudero explained if the City determined that the applicant did not benefit from the reimbursement agreements, they would not incur costs. He added that reimbursement agreements were legal agreements that needed to remain. He explained that there were many factors that led to the delay in bringing this project forward and reminded the Commission to focus on the entitlement before them.

In response to Commissioner Lutz, Ms. Albers stated that since the project was secluded, they determined a private gated entry was not necessary and for marketability they removed the age restriction.

Acting Director of Community Development Scudero added the environmental analysis done for this entitlement was for a non-age restricted community.

Ms. Albers gave a history of their efforts to advance their project through the development process. She thanked City staff and her team who helped bring this project before the Planning Commission this evening.

Assistant City Attorney Brace reminded the Commission if there was going to be additional testimony, the public hearing needed to be reopened.

In response to Commissioner Jones, Mr. Keller stated market conditions would determine when the project in its totality goes forward; however, it was the applicant's intent to develop the property, as soon as possible.

Chairperson Riley commented that the City charged park fees for all developments and they were community based to support all City parks.

In response to Chairperson Riley, Contract Engineer Kevin Van Katwyk added that the EVA road was too steep for a fully developed roadway. Acting Director of Community Development Scudero added that it was also not envisioned for pedestrian and bicycle access.

Jason Vogan, Project Engineer, stated they had analyzed different alternatives for the project, and determined that they did not want to encourage access to Deer Valley Road prior to improvements because it would be unsafe. He noted that the traffic impact analysis for the project analyzed traffic going to Hillcrest Ave. and found it to be adequate for City standards.

Chairperson Riley stated it was unfortunate that there was not another access point to the project; however, if the EVA road remained unrestricted, it could be used in the event of a wildfire in the area.

Commissioner Jones stated she liked the project, especially the assisted living facility. She stated she hoped it would get built as soon as possible. She stated she did not support the applicant's objections to the conditions of approval.

Commissioner Martin congratulated the applicant for bringing their project forward for consideration.

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch recommending the City Council certify the environmental impact report for the Albers Ranch Project (SCH#2021200264) as adequate for addressing the environmental impacts of the proposed project and adopt California Environmental Quality Act Findings of Fact, Statement of Overriding considerations, and a mitigation monitoring and reporting program. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber, Riley
NOES: None
ABSTAIN: None
ABSENT: Hills

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch recommending the City Council approval of a General Plan Map and Text Amendment amending the land Use Designation for the Albers Ranch Project from Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential/Open Space and Commercial/Open Space and amendments to the General Plan text to the Sand Creek Focus area of the General Plan to add the Albers Ranch Sub Area to the Sand Creek Focus Area. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber, Riley
NOES: None
ABSTAIN: None

ABSENT: Hills

On motion by Commissioner Martin, seconded by Commissioner Lutz the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch recommending City Council approval of an Ordinance to rezone to Hillside Planned Development for the Albers Ranch Project. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber, Riley

NOES: None

ABSTAIN: None

ABSENT: Hills

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch recommending City Council adoption of the Vesting Tentative Subdivision Map, Master Development Plan (MDP-19-01), and Resource Management Plan for the Albers Ranch Project. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber, Riley

NOES: None

ABSTAIN: None

ABSENT: Hills

7. NEW PUBLIC HEARING

- 7-1 LA2024-0005 | State Density Bonus Law Ordinance Update | Citywide** - The City of Antioch is proposing to repeal and replace Title 9, Chapter 5, Article 35 of the Antioch Municipal Code, Density Bonus Program. The zoning text amendments will ensure compliance with State law, outline application and approval procedures, and include development standards for affordable units constructed under the ordinance.

Acting Planning Manager Merideth presented the Memorandum to the Planning Commission dated November 20, 2024, recommending the Planning Commission continue this item to the regularly scheduled Planning Commission meeting of December 4, 2024.

Chairperson Riley opened and closed the public comment period with no members of the public requesting to speak.

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously continued LA2024-0005 | State Density Bonus Law Ordinance Update | Citywide to December 4, 2024. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber, Riley

NOES: None
ABSTAIN: None
ABSENT: Hills

8. ORAL/WRITTEN COMMUNICATIONS - None

9. COMMITTEE REPORTS

Commissioner Jones reported on her attendance at the TRANSPLAN Committee meeting and announced additional information was available on the TRANSPLAN website. She encouraged everyone to participate in the Study and Survey. She announced there would be a public meeting at 6:30 P.M. on December 3, 2024, at Los Medanos College.

10. NEXT MEETING: December 4, 2024

Chairperson Riley announced the next Planning Commission meeting would be held on December 4, 2024.

11. ADJOURNMENT

On motion by Commissioner Martin, seconded by Commissioner Jones, the Planning Commission members present unanimously adjourned the meeting at 8:09 P.M. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber, Riley
NOES: None
ABSTAIN: None
ABSENT: Hills

Kitty Eiden
KITTY EIDEN, Minutes Clerk

From: [Laura Kindsvater](#)
To: [Planning Division](#)
Subject: Item 6-1 (Albers Ranch) for November 20 Planning Commission meeting
Date: Tuesday, November 19, 2024 12:32:05 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Planning Commissioners and Staff:

I would like to see more than 70 percent plant species that are native to Antioch or California, with the majority of plants to be keystone species that are locally native, incorporated into the landscaping within parks, developed areas, and open space for the Albers Ranch project.

I would also like to see the development plans created to incorporate Sand Creek as an amenity. Similar to the developments in the City of Brentwood's Three Creeks project, where possible, face the houses toward the creek; provide trails from which people can view the creek; and incorporate parks, pocket parks, and/or picnic tables near the creek so people can enjoy the creek and its wildlife. See <https://www.ccred.org/marsh-creek-watershed> for more information.

As you know, pollinators and insects are in trouble. And humans need pollinators to provide the majority of the food that we consume, and other insects are the foundation of the food webs and ecosystems that humans rely on.

Pollinators are required to grow cherries, peaches, tomatoes, avocados, apples, almonds, walnuts, oranges, peppers, potatoes, and so many other foods, all of which are grown either less than 100 miles of here or in the state of California.

Pollinators are also required to pollinate the forage that chickens and beef eat, too, so if we lose pollinators, we won't have chicken, beef, or dairy products to eat either. More information is available at <https://www.scientia.global/pollinator-decline-implications-for-food-security-environment/>.

Please shape the landscaping plans to include more than 70 percent native plants, with an emphasis on keystone native plants that support pollinators (butterflies, moths, bees, etc.), birds, and other wildlife (many of which need insects, etc. as a food source).

Wildlife in California has declined by 20 percent, and at least 600 species in California are endangered.

Two of the top reasons why pollinators and wildlife in general are in decline are habitat loss and pesticide use.

Why is it important to landscape with locally native plants that are keystone species? Because life depends on it. Local birds and pollinators need our help. They are in severe decline because "traditional" landscape that is filled with exotic ornamentals is a "dead zone" for nature. Why? Because most insects need the native plants they have evolved with to thrive and reproduce. Birds, in turn, need insects, especially caterpillars, to feed their young.

For more information on why it is critically important to use keystone plant species that are locally native in landscaping, please visit <https://www.bringingbackthenatives.net/douglas-tallamy-resources> and <https://www.bringingbackthenatives.net/keystone-species-signs>.

Please redo the landscaping plans so that they use locally native plants that are keystone species. You can find a list of what plants would be appropriate at <https://www.bringingbackthenatives.net/wp-content/uploads/2020/04/Best-Plants-for-Bay-Area-Gardens-Marshall.pdf>.

You can also find out what plants are native to the project site and what types of wildlife each plant supports by visiting <https://calscape.org/>.

A City of Santa Monica nine-year study found that native plant gardens are cost-effective, environmentally beneficial, and easy to replicate. The city studied a native plant garden versus a traditional garden and documented that the native plant garden used 83 percent less water, generated 56 percent less green waste, and requires 68 percent less maintenance than the traditional garden. More information is available at <https://www.smgov.net/uploadedFiles/Departments/OSE/Categories/Landscape/garden-garden-2013.pdf>.

Antioch has a rich heritage of biodiversity and is worthy of our efforts to support and restore that biodiversity. The people of Antioch deserve projects that support pollinators, upon which we all depend, and other wildlife.

Thank you.

Laura Kindsvater
Antioch resident

Albers Ranch Project

***City Council
January 28, 2025***

Project Location



Project Location

- The Antioch General Plan currently designates the site as Hillside, Estate and Executive Residential/Open Space, and Commercial/Open Space.
- The project site is currently zoned Study Zone (S).
- The project site is surrounded by:
 - Upper Sand Creek Basin and Antioch School District to the north;
 - Undeveloped land (Creekside/Vineyards at Sand Creek Project) to the east;
 - Undeveloped farmland to the south; and
 - Rural single-family residential development to the west.

Proposed Project

- The City of Antioch received an application from Lucia Albers (applicant) for the development of 294 single-family units, future development of an assisted living facility, neighborhood commercial uses, and 49 acres of open space.
- Development of the proposed project requires City approval of:
 - Environmental Review (Environmental Impact Report);
 - General Plan Amendment;
 - Master Development Plan/Rezone;
 - Vesting Tentative Subdivision Map; and
 - Resource Management Plan.
- Project applicant is not requesting Design review at this time.

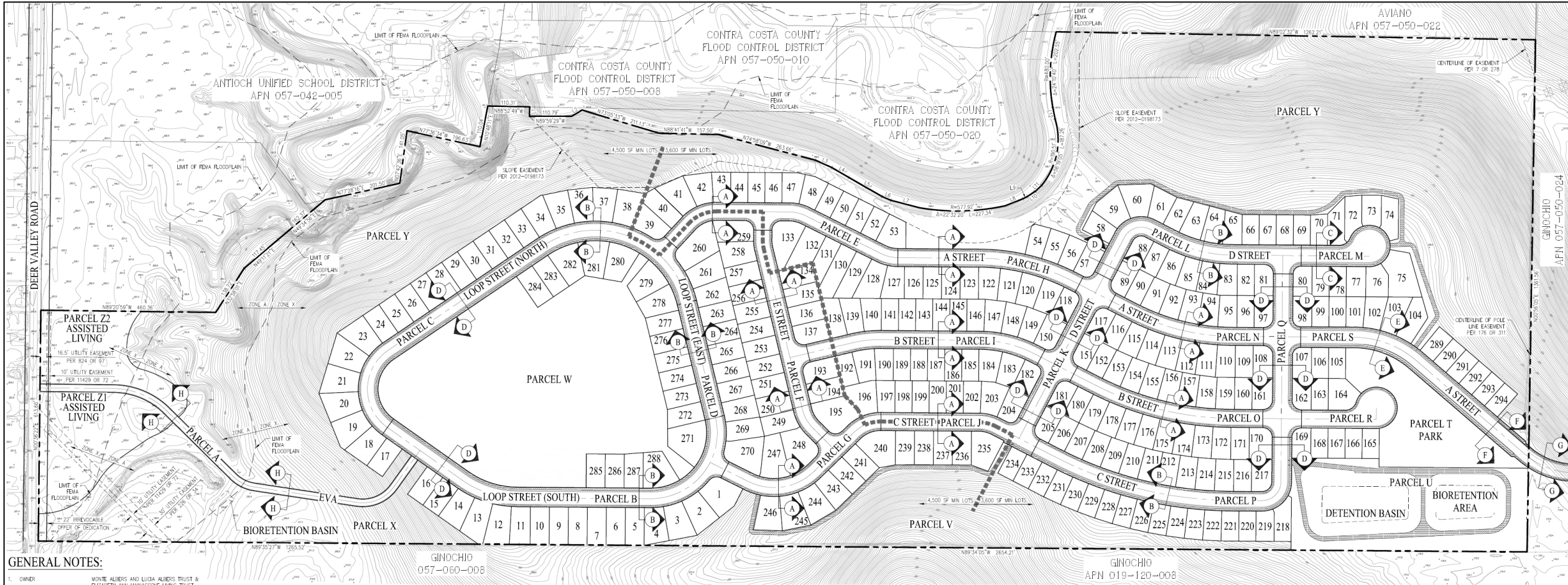
General Plan Amendment

- The Sand Creek Focus Area allows single-family detached housing with lot sizes ranging from 7,000 square feet to 10,000 square feet and allows smaller lots for age-restricted senior housing.
- The proposed project includes minimum lots ranging from 3,600 square feet (45' x 80') to 4,500 square feet (50' x 90') and is not restricting the development to senior housing.
- Proposed General Plan Map Amendment from Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential (MLDR)/Open Space and Commercial/Open Space.
- Proposed General Plan Text Amendment to add the Albers Ranch Sub Area to the Sand Creek Focus Area.

Master Development Plan/Rezone

- Rezone from Study Zone (S) to Hillside Planned Development (HPD), subject to a Master Development Plan.
- The Master Development Plan and HPD would establish the development standards applicable to the project site, including setbacks, lot sizes, and building heights for the single-family residential subdivision.
- The future assisted living facility and neighborhood commercial land uses would be required to comply with the Citywide Zoning Ordinance and would be determined through a future Conditional Use Permit.

Vesting Tentative Subdivision Map



Resource Management Plan

- In compliance with the Antioch General Plan a Resource Management Plan has been prepared for the proposed project.
- 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.

Environmental Review

- The City prepared an Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP) to evaluate the potential environmental impacts of the Project.
- The Draft EIR includes mitigation measures for the following technical chapters:
 - Air Quality and Greenhouse Gas Emissions;
 - Biological Resources;
 - Cultural Resources;
 - Geology and Soils;
 - Hazards and Hazardous Materials;
 - Hydrology and Water Quality;
 - Noise;
 - Transportation; and
 - Tribal Cultural Resources.

Environmental Review

- Significant and unavoidable impacts would persist even with mitigation measures for the following impacts:
 - Air Quality and Greenhouse Gas Emissions; and
 - Transportation.
- Findings of fact and statement of overriding considerations (FOF/SOCs) have been prepared.

Planning Commission Actions

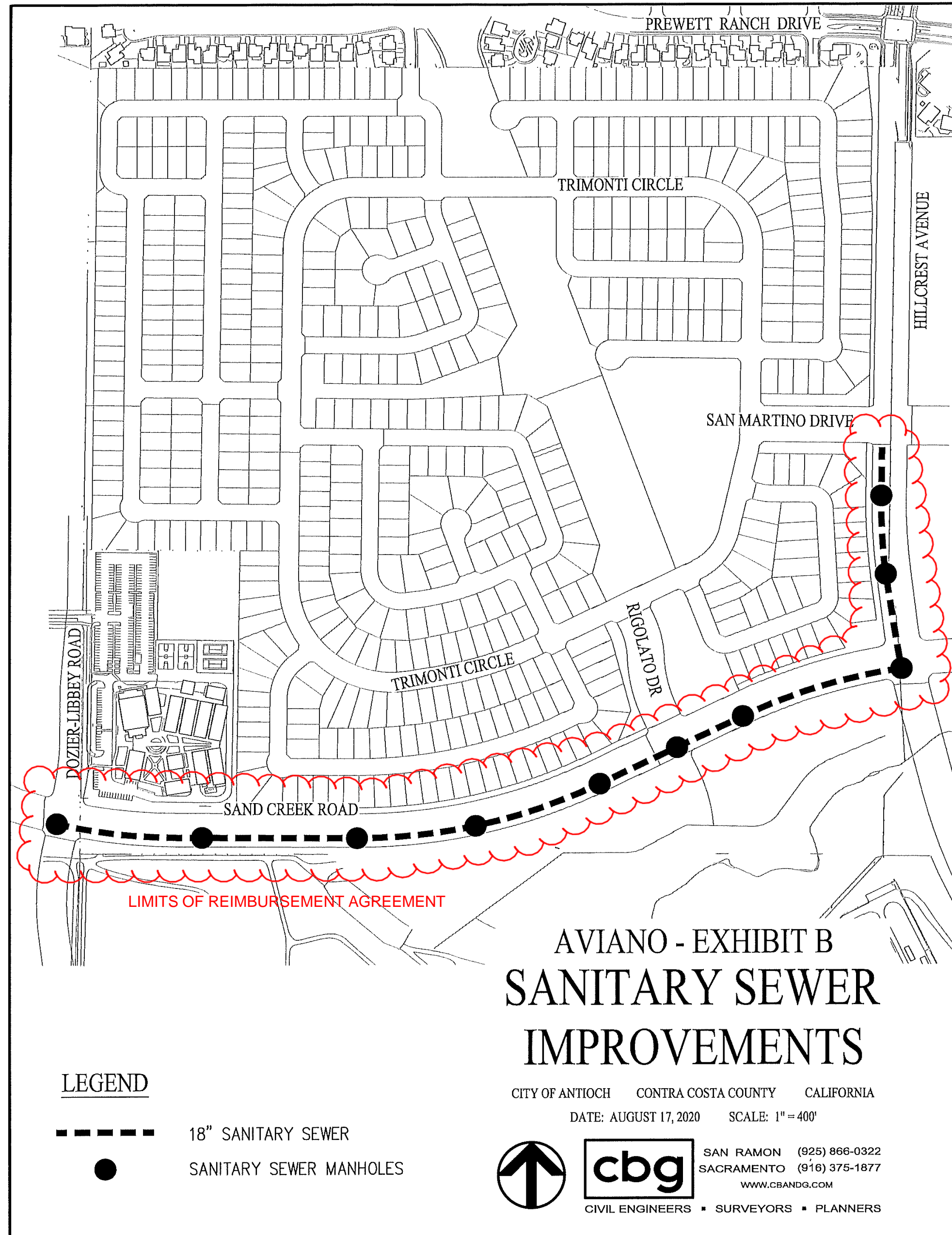
- On November 20, 2024, the Antioch Planning Commission held a public hearing regarding the proposed project.
- The Planning Commission asked City staff questions ranging from the proposed emergency vehicle access and the need for assisted living housing in the City.
- The City received four public comments of support for the project.
- Upon close of the public hearing, the Planning Commission recommended City Council approval for all the requested entitlements.

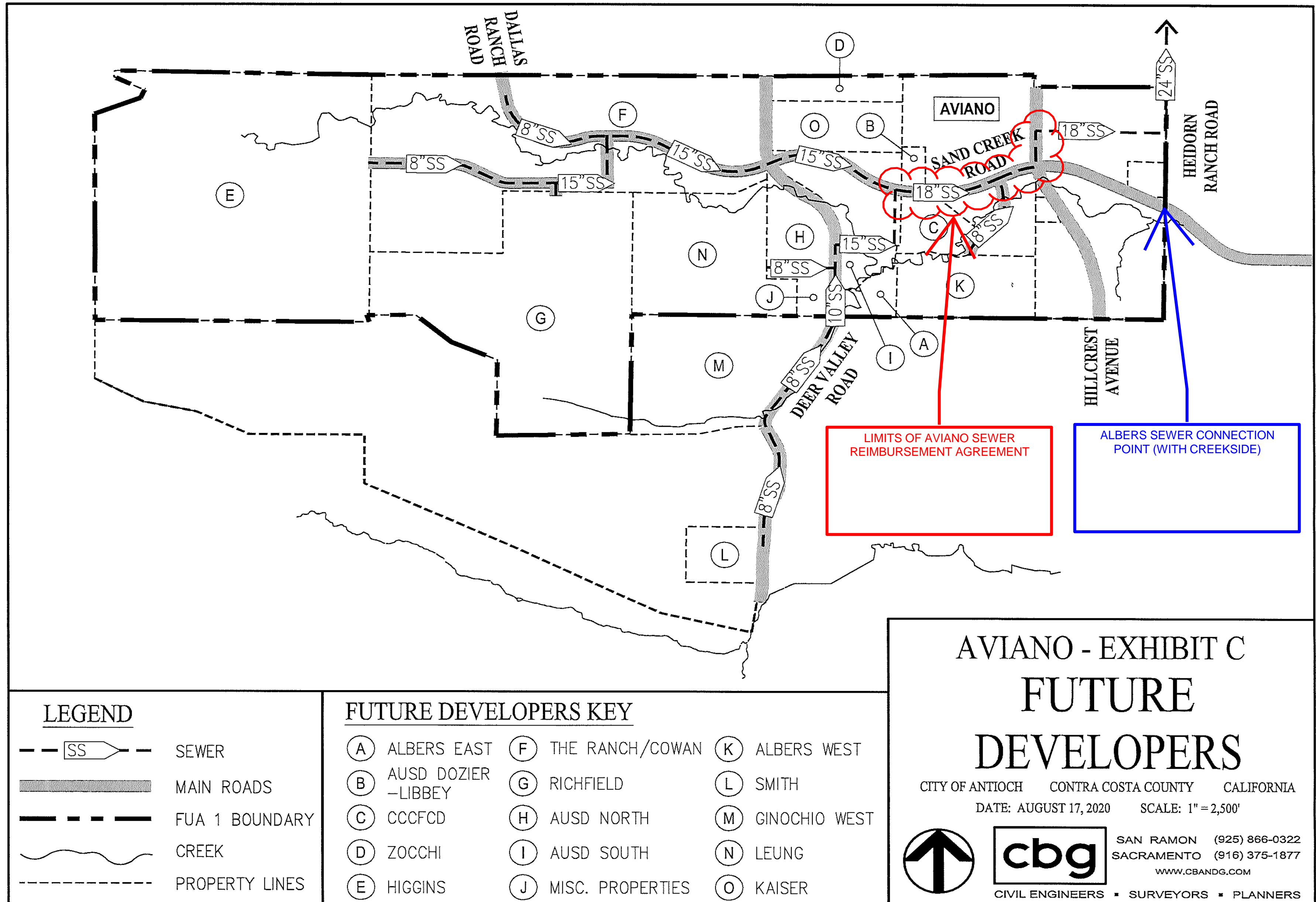
City Council Actions

The Planning Commission recommends that the City Council:





1. Adopt the resolution certifying the Albers Ranch EIR, adopting the FOFs/SOCs, and the MMRP.
2. Adopt the resolution approving the General Plan Map and Text Amendments.
3. Introducing and waiving the first reading of the ordinance rezoning the property HPD and adopting the Master Development Plan.
4. Approve the resolution approving the Vesting Tentative Subdivision Map and a Resource Management Plan subject to the conditions of approval.









SUPPLEMENTAL ROADWAY IMPROVEMENTS		
LEGEND	FUTURE DEVELOPERS	DESCRIPTION
	FUTURE DEVELOPMENT TO SOUTH	25% OF TRAFFIC SIGNAL
	FUTURE DEVELOPMENT TO SOUTH	278 LF OF LEFT TURN POCKET*
	PROMENADE	50% OF TRAFFIC SIGNALS
	PROMENADE	665 LF OF IMPROVEMENTS EAST OF CENTERLINE

*LEFT TURN POCKET REIMBURSEMENT IS THE COST DIFFERENCE BETWEEN A STANDARD RAISED FULL WIDTH MEDIAN AND THE LEFT TURN POCKET IMPROVEMENTS.

AVIANO - EXHIBIT C FUTURE DEVELOPERS

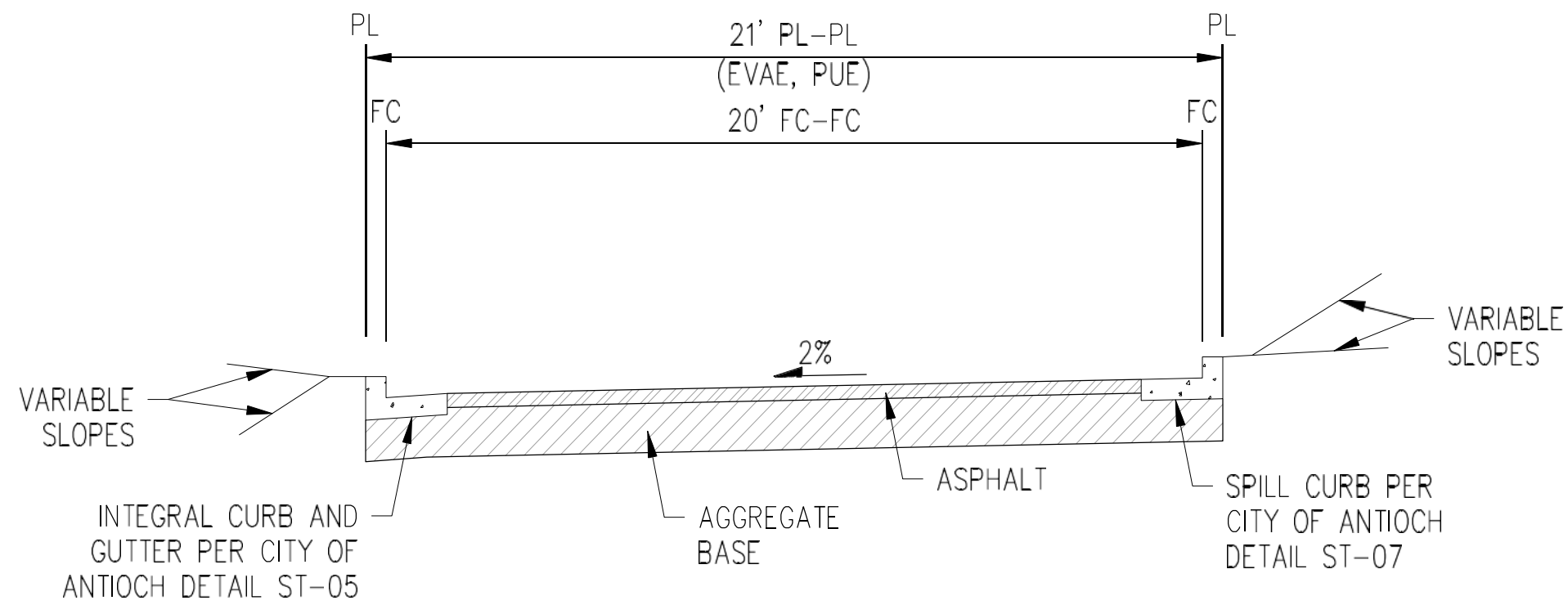
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DATE: FEBRUARY 8, 2021 SCALE: 1" = 500'

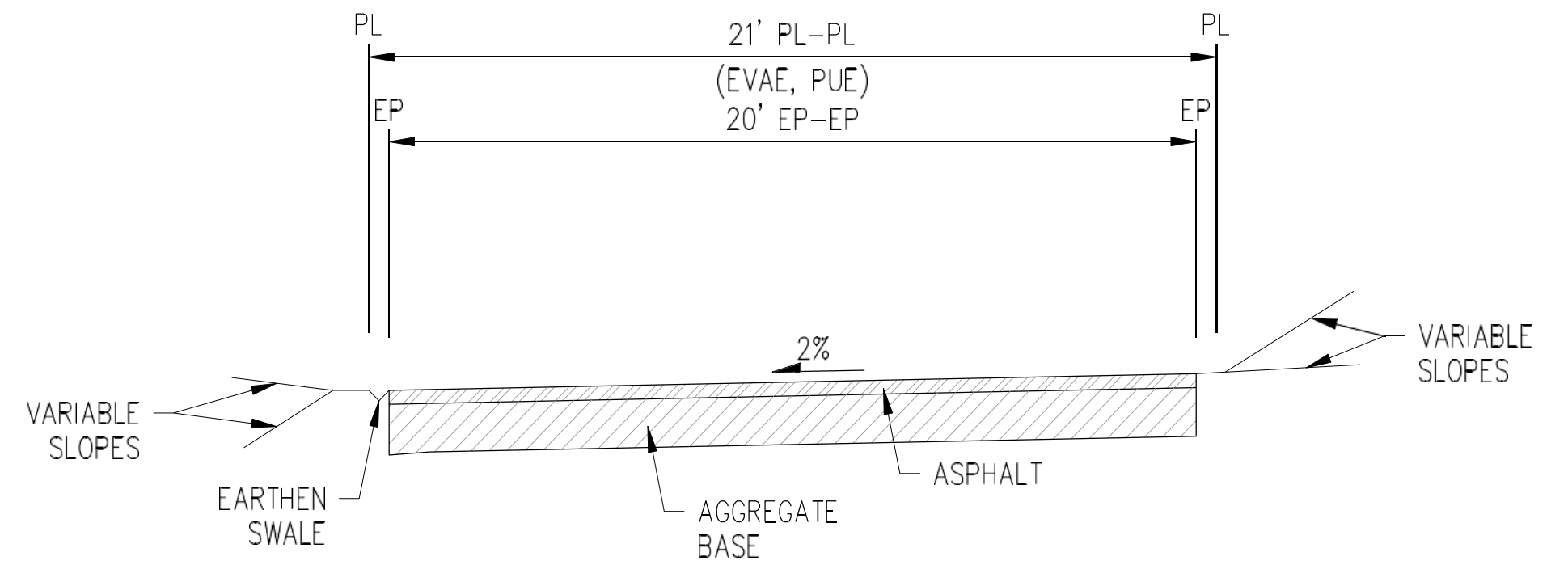


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SACRAMENTO (916) 375-1877
WWW.CBANDG.COM



EVA PER CONDITIONS
NOT TO SCALE



APPLICANT PROPOSED EVA
NOT TO SCALE

EVA ALTERNATIVE

ALBERS RANCH

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
SCALE: N.T.S. DATE: NOVEMBER 2024

**CITY OF
ANTIOCH
CALIFORNIA**

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Zoe Merideth, Planning Manager *ZM*

APPROVED BY: Kwame P. Reed, Assistant City Manager/Acting Community Development Director *KPR*

SUBJECT: AMPORTS Development Agreement (UP-20-14, AR-20-18, V-21-04)

RECOMMENDED ACTION

It is recommended that the City Council introduce, read by title only and waive further reading of an ordinance approving the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

FISCAL IMPACT

Approval of the Development Agreement would result in additional revenue to the General Fund through the payment of an occupied truck trip fee. Based on the maximum number of vessels allowed by the Planning Commission's approval, the project will generate up to \$100,000 revenue in truck trips.

DISCUSSION

Background

On September 1, 2021, the Antioch Planning Commission adopted Resolution 2021-20 approving an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Resolution 2021-21 (Included as Exhibit B of the Development Agreement) approving a Use Permit, Design Review, and Variance to develop an automotive logistics and processing facility for vehicles prior to their distribution to dealerships. The project included the conversion and upgrade of the existing wharf for roll on/roll off operations, construction of a new building, and new site improvements - including new paving, stormwater improvements, and fencing. The project is located at 2301 Wilbur Avenue (APNs 051-020-006 and 051-020-012).

After receiving the Project Approvals, the Developer obtained building permits and invested significant funds to construct the Pier Upgrades at 2301 Wilbur Avenue. The applicant has not constructed the "upland" improvements which were entitled, including the new building, and site improvements, such as paving.

Development Agreement

Development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project. Title 9, Chapter 5, Article 32 of the Antioch Municipal code authorizes the City of Antioch to enter into Development Agreements pursuant to the authority contained in Cal. Gov't Code §§ 65864 et seq.

Analysis

The intent of the proposed Development Agreement is to allow the Developer to begin moving cargo through the pier while postponing the construction of most upland Improvements identified in the Project Approvals until the Project can demonstrate the financial viability of the site for cargo shipping. The "Initial Improvements" identified in Section 2.5.1 of the Development Agreement (found in Attachment A) will be constructed within thirty (30) days of execution of this Agreement. These include improvements such as the installation of stop signs and implementation of a parking lot sweeping program. The "Operational Improvements" identified in Section 2.5.2 of the Development Agreement will be constructed by the earlier of the fourth year following the Effective Date of the agreement or the berthing of the 33rd vessel. These improvements include the construction and signing and striping of the parking lot. These are conditions that the City required in the project entitlements to improve the site, but the site is still able to function with these improvements deferred. The new building is not required to be constructed, but should it be, the improvements associated with it (e.g. undergrounding of utilities) will be required to be constructed as well.

The benefits provided to the City in this agreement are the payment of a Truck Trip Fee as described in Section 2.6 of the Development Agreement. The Developer is obligated to pay a fee of \$50.00 per occupied car carrier truck trip. The Developer will provide payments to the City quarterly along with a quarterly report detailing the number of vehicles stored at the site and the number of car carrier trips. Based on the maximum number of vessels allowed by the Planning Commission's approval, the applicant estimates up to 2,000 truck trips per year.

PLANNING COMMISSION ACTION

On December 4, 2024, the Antioch Planning Commission held a public hearing regarding the proposed Development Agreement. There were no comments from the public. The Commission asked staff and the applicant about operations at the site, how many potential jobs there may be and the environmental approvals for the project. Upon close of the public hearing, the Antioch Planning Commission voted 5-0, with two Commissioners absent, to recommend City Council approval of the proposed ordinance. A copy of the draft December 4, 2024 Planning Commission Meeting Minutes are included as Attachment B to the staff report.

ENVIRONMENTAL REVIEW

The Antioch Planning Commission approved an Initial Study/Mitigated Negative Declaration (IS/MND) for the project on September 1, 2021. The current request for approval of a Development Agreement would not create any new potentially significant environmental impacts for the project.

ATTACHMENTS

- A. Proposed Ordinance
 - Exhibit A - Development Agreement
- B. December 4, 2024 Draft Planning Commission Meeting Minutes

ATTACHMENT “A”

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND APS WEST COAST, INC. FOR THE AMPORTS PROJECT (UP-20-14, AR-20-18, V-21-04)

WHEREAS, the City of Antioch (“City”) received a request from APS West Coast, Inc. (“Applicant”) seeking City approval of a Development Agreement for The AMPORTS Project (“Project”) (UP-20-14, AR-20-18, V-21-04);

WHEREAS, the project site is located at 2301 Wilbur Avenue (APNs 051-020-006 and 051-020-012);

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

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

WHEREAS, the City and APS West Coast, Inc. have negotiated the Development Agreement attached as Exhibit A to this resolution;

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

WHEREAS, on September 1, 2021, the Planning Commission adopted the Initial Study / Mitigated Negative Declaration (IS/MND), Mitigation Monitoring and Reporting Program (MMRP) for the Amports Project;

WHEREAS, on September 1, 2021 the Planning Commission approved a Use Permit, Design Review and Variance for the development of an automotive logistics and processing facility the project site;

WHEREAS, the Planning Commission conducted a duly notice public hearing on December 4, 2024 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on January 28, 2025 at which all interested persons were allowed to address the Council on the Development Agreement.

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

SECTION 1: Recitals

The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2: Findings

The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code, as required in Antioch Municipal Code § 9-5.3207. The City Council finds that the Development Agreement implements General Plan objectives by working toward the redevelopment of heavy industrial areas along the Wilbur Avenue corridor and providing appropriate incentives to attract new businesses.

SECTION 3: City Council Review

The City Council has reviewed, considered, and evaluated all of the information prior to acting upon Ordinance.

SECTION 4: Record of Proceedings

The documents and other materials that constitute the record of proceedings upon which the City Council has based its recommendation are located in and may be obtained from the City of Antioch's Clerk's Office, 200 H Street, Antioch, CA 94509

SECTION 5: Development Agreement

The Development Agreement included as Exhibit "A" is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

SECTION 6: CEQA

An IS/MND was certified for the AMPORTS Project on September 1, 2021. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement. Therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required.

SECTION 7: Severability

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unreasonable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 8: Publication; Effective Date

This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

* * * * *

I HEREBY CERTIFY that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of January, 2025, and passed and adopted at a regular meeting thereof, held on the ____ day of ____, 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

ROWLAND BERNAL JR.
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF ANTIOCH

200 H Street
Antioch, CA 94509
Attention: City Clerk

(Space above line for Recorder's use only)

Address: 2301 and 2603 Wilbur Avenue
Antioch, California
APN: 051-020-006 and 051-020-012

The undersigned declare(s):

Documentary Transfer Tax is: \$0.00 [Gov't Code §§ 27388.1(a)(2) and 27388.2(b); Rev. & Tax. Code § 11911]

☐ computed on full value of property conveyed, or

☐ computed on full value of less of liens and encumbrances remaining at time of sale.

☐ unincorporated area: ☒ City of Antioch

☒ Signature of Declarant

APS WEST COAST, INC.

By: Jacob Brown

Its: Chief Financial Officer

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

AND

APS WEST COAST, INC., A CALIFORNIA CORPORATION

Adopted by the Antioch City Council

on _____, 2024

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND
APS WEST COAST, INC.**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) by and between the City of Antioch, a municipal corporation (“**City**”) and APS West Coast, Inc. a California corporation (“**Developer**”) (each a “**Party**” and collectively the “**Parties**”), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 *et seq.* of the California Government Code (the “**Statute**”)¹ is entered into as of _____, 2024 (the “**Effective Date**”) in the following factual context:

RECITALS

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

B. Developer proposes to develop an automotive logistics and processing facility for vehicles prior to their distribution to dealerships (the “**Project**”) on the real property commonly known as 2301 and 2603 Wilbur Avenue, in the City of Antioch, also known as Contra Costa County Assessor’s Parcel No. 051-020-006 and 051-020-012, and more particularly described in **Exhibit A** (sometimes “**2301 Wilbur**” or “**2603 Wilbur**,” respectively, and sometimes collectively the “**Property**”). The Project includes the conversion and upgrade of the existing wharf for roll on/roll off operations (the “**Pier Upgrades**”), construction of a new pre-engineered metal building of approximately 25,328 square feet (the “**New Building**”), and new site improvements (the “**Improvements**”) - including new paving, the demolition and construction of new utility connections, stormwater improvements, lighting, and fencing on the Property, all in accordance with the Project Approvals defined in **Recital D** of this Agreement.

C. In exchange for the covenants contained in this Agreement and the continued commitment of Developer to provide the benefits described in the Project Approvals, when and if the Project proceeds, and in order to encourage the investment by Developer necessary to proceed with the Project, the City is willing to enter into this Agreement to set forth the rights of Developer to complete the Project as provided in this Agreement.

D. The City Council has approved the following which collectively are referred to as the “**Project Approvals**”:

(1) Resolution No. 2021-20 adopted by the Planning Commission on September 1, 2021 certifying the Initial Study/Mitigated Negative Declaration for the Project and adopting the Mitigation Monitoring and Reporting Program.

(2) Resolution No. 2021-21, adopted by the Planning Commission on September 1, 2021 approving a Use Permit (UP-20-14), Design Review (AR-20-18), and Variance (V-21-04), subject to conditions on approval, a true and correct copy of which is appended to this Agreement as **Exhibit B** and incorporated herein by this reference.

The Project Approvals impact a Thirty-Eight and 9/10th- (38.9-) acre area of the Property (“**Affected Property**”).

¹ All further statutory references in this Development Agreement shall be to the California Government Code, unless otherwise stated.

E. On _____, 2024, at a duly noted public hearing, the Planning Commission of the City of Antioch adopted Resolution No. 2024-_____, recommending approval of this Agreement.

F. On _____, 2024, after a duly noticed public hearing, the City Council considered this Agreement and conducted a first reading of Ordinance No. 2024-_____ approving this Agreement.

G. On _____, 2024, the City Council conducted a second reading and adopted Ordinance No. 2024-_____ approving this Agreement.

H. After receipt of the Project Approvals, Developer obtained building permits and invested significant funds to construct the Pier Upgrades at 2301 Wilbur. Developer wishes to begin moving cargo through the pier but wishes to delay construction of most Improvements including but not limited to the New Building. Some of the Improvements are proposed to be constructed within thirty (30) days of execution of this Agreement; some within several years; and others would be constructed when the number of vessels that access the site increases to a point where construction of those Improvements is financially viable. The timelines for construction of the Improvements are described in Section 2.5 below. The New Building may or may not be constructed; if it is constructed, any Improvements associated with the New Building will be required to be constructed at that time. City and Developer intend that this Agreement will allow Developer to postpone the construction of most upland Improvements identified in the Project Approvals until the Project can demonstrate the financial viability of the Affected Property for cargo shipping.

I. Developer currently stores automobiles on 2603 Wilbur, which storage is a preexisting legal non-conforming use. City and Developer intend that once Developer berths the first vessel at the pier, Developer will begin making payments to City as set forth in this Agreement for cars stored on 2603 Wilbur as well as the Affected Property.

A G R E E M E N T

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

ARTICLE 1 TERM AND APPLICABLE LAW

1.1 Incorporation of Recitals. The preamble, the Recitals, and all defined terms set forth in both are incorporated into this Agreement by this reference.

1.2 Term.

1.2.1 The term of this Agreement shall commence as of the Effective Date and continue for ten (10) years thereafter, to and including _____, 2034 (the “**Term**”), unless sooner terminated or extended as provided herein. The term shall automatically be extended by: (a) any period of Enforced Delay (as defined herein); (b) any period of time during which a lawsuit brought by a third party challenging any aspect of the Project is pending; and/or (c) any period of time during which the filing of a referendum petition or initiative petition delays development of the Project. All such original and extended periods are referred to as the “**Term**” Subject to ARTICLE 8, in the event that Developer shall fail to make the “**Operational Improvements**” within the timeframe established by and in compliance with in Section 2.6.1, below, the Term shall be reduced to four (4) years.

1.2.2. The expiration of the Term shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer may have that exist independently of this

Agreement and derive from common law vesting or other laws or regulations of the State or the City.

1.2.3 The Term and the term of any Project Approval may be extended from time-to-time pursuant to Section 3.4, or ARTICLE 5.

1.3 Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property and density and improvement requirements applicable to development of the Property in accordance with the Project Approvals shall be the ordinances, rules, regulations, and official policies in force as of the Effective Date (collectively, the “**City Regulations**”), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (a) the City Regulations, (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control.

ARTICLE 2 COVENANTS OF DEVELOPER

2.1 Obligations of Developer Generally. Developer shall have no obligation to proceed with or complete the Project at any particular time or at all, except as provided in Section 2.6. However, to the extent that Developer proceeds with the Project, it shall comply with the Applicable Law, as defined in Section 1.3.

2.2 Development of the Property. Developer hereby agrees that development of the Project shall be in accordance with the Project Approvals, including any conditions of approval and the mitigation measures for the Project as adopted by the City, and any amendments to the Project Approvals as may, from time to time, be approved pursuant to this Agreement. Developer shall not be obligated to construct any particular aspect of the Project except as required under this Agreement.

2.3 Fees.

2.3.1 Developer shall pay when due all generally applicable fees in effect, and at the rates and in the amounts applicable, at the time of payment. Developer shall pay project specific fees as required by the Project Approvals. “**Generally Applicable Fees**” are those fees of the City that are applicable to (a) all similar residential projects, or (b) all construction work similar in nature to work required by the Project Approvals. Generally Applicable Fees include development impact fees adopted after the Effective Date. “**Project Specific Fees**” are fees imposed by the Project Approvals that are not Generally Applicable Fees.

2.3.2 In addition, Developer shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for subsequent approvals or for monitoring compliance with and review of subsequent submittals for any Project Approvals granted or issued, as such fees and charges are adjusted from time to time.

2.4 Improvements. To the extent required by this Agreement, Developer shall construct the public and private Improvements and make all dedications required by, and more particularly described in the Project Approvals. Developer shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications in the Applicable Law other than this Agreement, the work shall be performed in accordance with industry standards and in a good and workmanlike manner, as approved by the City Engineer.

2.5 Specific Development Obligations. In addition to the conditions of approval contained in the Project Approvals (*see Exhibit B*), the Developer and the City have agreed that the development of the Project is subject to certain specific development obligations as described herein. These specific development obligations, together with the other terms and conditions of this Agreement, provide the incentive and consideration for the City entering into this Agreement. The Parties understand that any conditions of approval that are applicable to construction of the development obligations below shall be satisfied at the time such development obligation is constructed. By way of example only, when Developer paves the area of the Affected Property as described in Section 2.5.2.1 below, it shall observe condition of approval B.3, which requires standard dust control methods, condition of approval G.2, which requires impervious surfaces constructed by the Project to meet C.3 requirements, etc.

2.5.1 Initial Improvements. Developer will construct the following Improvements, as shown on the plans approved September 1, 2021, (the “**Initial Improvements**”) within thirty (30) days of full execution of this Agreement:

2.5.1.1 Dimensioned diagram verifying off-street capacity for two full size auto carriers per Condition of Approval K.16.

2.5.1.2 Maintenance of sight distance triangles per Condition of Approval I.1.

2.5.1.3 Stop signs per Condition of Approval K.13.

2.5.1.4 Installation of “idle free” signage per Condition of Approval K.25.

2.5.1.5 Implementation of parking lot sweeping program per Condition of Approval E.1.

2.5.1.6 Verification of turning templates per Condition of Approval K.12.

2.5.2 Operational Improvements. Developer will construct the following Improvements, as shown on the plans approved September 1, 2021 (the “**Operational Improvements**”), within the Affected Property by the earlier of the fourth year following the Effective Date or the berthing of the 33rd vessel:

2.5.2.1 Paving of the approximately twenty- (20-) acre portion of the Affected Property per Condition of Approval A.12.

2.5.2.2 Employee parking lot and pathway per Condition of Approval A.14.

2.5.2.3 Parking lot striping and signing plan per Condition of Approval K.7.

2.5.3. New Building. If the New Building is constructed, any Improvements associated with it (e.g., undergrounding of utilities per Conditions of Approval H.1, connection to water and sewer mains per Condition of Approval H.13) shall be constructed at that time.

2.5.4. Other Improvements. All other Improvements, as well as the extensions of utilities within Wilbur Avenue, the widening of Wilbur Avenue, and the property dedication along Wilbur Avenue are not required to be constructed until Developer berths a number of vessels at

the pier beyond those allowed under the Project Approvals (*i.e.*, eight (8) vessel calls per year with the potential to increase in calls as provided in mitigation measure AIR-3). An extension to this requirement shall be allowed subject to the review and approval of the City Manager. Should an extension be granted then the per occupied truck fee shall remain in effect.

2.5.5. Conditions on Construction. The construction-related conditions in Conditions of Approval B.1-4 and any applicable conditions related to the mitigation monitoring and reporting program in Conditions of Approval J.1-2 shall apply to construction of the improvements described above.

2.6 Truck Trip Fee. Developer shall pay to City the sum of fifty and 00/100 Dollars (\$50.00) per occupied car carrier truck trip, inbound and outbound, which funds shall be tendered to City quarterly for use in the City's sole and absolute discretion. This amount shall be increased annually according to the San Francisco-Oakland-Hayward Consumer Price Index for all Urban Consumers ("CPI"). Applicant shall also provide a quarterly report of the number of vehicles stored and the number of car carrier trips at the site. The vehicle carrier fee and report shall be delivered to the City Manager's Office.

ARTICLE 3 COVENANTS OF THE CITY

3.1 Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement. City shall cooperate with Developer so that it receives the benefits of and the rights vested by this Agreement, including obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2 No Conflicting Enactments. The City may adopt new or modified rules, regulations or official policies after the Effective Date, and such new or modified rules, regulations, or official policies shall be included within the Applicable Law; provided, however, such new or modified rules, regulations, or official policies (whether adopted by action of City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Project, and/or to any development on the Affected Property, only to the extent that such application does not modify the Project, does not prevent or impede development of any portion of the Property pursuant to Applicable Law, and does not conflict with this Development Agreement. Any new or modified rule, regulation or official policy (whether adopted by action of the City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be deemed to conflict with this Development Agreement if it seeks to accomplish any one or more of the following results, either with specific reference to the Project or to any development of the Affected Property, or as part of a general enactment that would otherwise apply to the Affected Property:

3.2.1 Reduce the density or intensity of the Affected Property as allowed by the Applicable Law;

3.2.2 Reduce the density or intensity of development allowed on the Affected Property under the Applicable Law;

3.2.3 Change any General Plan or Zoning Code land use designation or permitted use of the Affected Property as described in the Applicable Law;

3.2.4 Require, for any work necessary to develop the Project on the Affected Property, the issuance of permits, approvals, or entitlements by City other than those required by Applicable Law; or

3.2.5 Materially limit the processing of, the procuring of applications for, or approval of Project Approvals.

Nothing in this Agreement shall restrict the City's discretion to impose conditions on approvals other than the Project Approvals for the Project.

3.3 Permitted Uses. The permitted uses of the Affected Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings are as set forth in the Project Approvals, which City confirms and vests by this Agreement.

3.4 Life of Project Approvals. By approval of this Agreement, City extends and vests the term of the Project Approvals for the Term (including any subsequent extensions). The term of each Project Approval shall expire no sooner than (a) this Agreement or (b) the term otherwise applicable to the Project Approval if this Agreement were not in effect, whichever occurs later. The City shall not require Developer to enter into any agreement that is inconsistent with this Agreement or the Project Approvals.

3.5 Conflict of City and State or Federal Laws. In the event that federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, each Party shall provide the other Party with written notice of such federal or state law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The Parties shall, within 30 days, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such federal or state law or regulation. City, without the obligation to incur costs or liability, shall reasonably cooperate with Developer in securing of any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this section.

3.6 Life of Legislative Approvals and Project Approvals. The term of any Project Approval shall be automatically extended for the longer of the Term of this Development Agreement or the term otherwise applicable to such Legislative Approval or Project Approval.

3.7 Timing of Construction and Completion. The Parties acknowledge that, with the exception of the obligations assumed by Developer in Section 2.5.1 and 2.5.2, Developer cannot at this time predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer initiate or complete construction of the Project within any particular period of time, or at all, and City shall not impose such a requirement on Developer, the Property, or any Project Approval. In light of the foregoing, the Parties agree that, with the exception of the obligations assumed by Developer in Section 2.5.1 and 2.5.2, Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to Applicable Law and the terms of this Agreement. Further, Developer may implement the Project in phases, in Developer's reasonable discretion.

3.8 Processing Project Approvals. Upon submission by Developer of any application for a Project Approval, City shall cooperate and diligently work to promptly process, consider, and approve such application, and shall apply only Applicable Law and any applicable federal or state laws. City shall retain its discretionary authority in its consideration of any and all Project Approvals that involve discretionary decisions; provided, however, such consideration shall be regulated solely by the Applicable Law, any applicable federal or state law, and this Development Agreement.

3.9 Vested Development Rights. The City confirms and grants to Developer the vested right to pursue the Project in accordance with the Applicable Law and Project Approvals (once they are granted), and the provisions of this Development Agreement, including, without limitation, Developer's vested right to develop the Project on the Affected Property. In the event of any conflict or inconsistency between this Development Agreement and the Applicable Law or between this Development Agreement and any Project Approvals, this Development Agreement

shall prevail and control to the fullest extent legally possible. This Agreement shall be enforceable as set forth in Section 10.2 below. No subsequently adopted ballot measures or initiatives shall have any application to the Affected Property or Project unless Developer shall expressly consent.

ARTICLE 4 CITY RESERVATIONS OF AUTHORITY

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

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

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

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

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

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

ARTICLE 5 AMENDMENT

5.1 Amendment of Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Project Approvals (hereafter in this ARTICLE 6, an "**Approval**") may, from time to time, be amended or modified in the following manner.

5.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, or this Agreement, or for other consent under this Agreement, the Community Development Director, or his/her designee (collectively "**Authorized Official**") shall determine whether the requested amendment or modification: (a) is minor when considered in light of the Project as a whole; (b) is substantially consistent with Applicable Law; and (c) will result in no new environmental impacts. If the

Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an “**Administrative Project Amendment**” and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

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

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

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

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

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

ARTICLE 6 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

6.1 Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Developer to freely alienate or transfer all or any portion of the Property. However, Developer may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a “**Transfer**”), subject to the requirements for City’s consent set forth in this ARTICLE 6, to any third party who acquires an interest or estate in the Affected Property or any portion thereof including, without limitation, a sublessee of all or a portion of Affected Property, or all or some of the improvement(s) located thereon (a “**Transferee**”). City consent shall not be required if Developer transfers all or a portion of the Affected Property to an Affiliated Party, or conveys a security interest in the Affected

Property to a mortgagee. An “**Affiliated Party**” is defined as any corporation, limited liability company, partnership or other entity that is controlling of, controlled by, or under common control with Developer, and “**control**,” for purposes of this definition, means record or beneficial ownership, effective management, and/or control over the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

6.2 Transfer Agreements.

6.2.1 Written Agreement. In connection with a Transfer by Developer (other than a Transfer by Developer to an Affiliated Party (as defined in Section 6.1) or to a Mortgagee (as defined below in 6.4)), Developer and the Transferee shall enter into a written agreement (a “**Transfer Agreement**”), with City’s consent in writing to the Transfer, regarding the respective interests, rights and obligations of Developer and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (a) release Developer from obligations under the Agreement or the Project Approvals that pertain to that portion of the Affected Property being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (b) transfer to the Transferee vested rights to improve and use that portion of the Affected Property being transferred, and (c) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. Developer shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee’s qualifications and financial ability to complete the Project on the Affected Property. City shall have 30 days from the date of such notice to review the information and provide a determination to Developer. City shall not withhold its consent unless the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, is or has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project on the Affected Property. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. Such a process shall not extend beyond a 30-day period.

6.2.2 Binding. Any Transfer Agreement shall be binding on Developer, the City and the Transferee, and shall not release Developer absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Developer shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 6.2.1 above.

To the extent that City consent to a Transfer or Transfer Agreement is required by this Section 6.2, such Consent shall not be unreasonably withheld, conditioned, or delayed. City’s failure to respond to a request for consent within 15 calendar days shall be deemed an approval of such Transfer or Transfer Agreement. City’s Community Development Director shall have the authority to provide consent under this Section 6.2.

6.3 Mortgagee Protection.

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

Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

6.3.1 Mortgagee Not Obligated. The provisions of 6.3.1 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Project, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

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

ARTICLE 7 COOPERATION IN THE EVENT OF LEGAL CHALLENGE, INDEMNITY

Developer, as the real party in interest, shall defend, indemnify, and hold harmless the City, with legal counsel reasonably acceptable to the City Attorney, in any action brought by a third party to challenge concerning: (a) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Development Agreement; (b) the procedures utilized in or the sufficiency of the environmental review associated with this Development Agreement; and (c) the implementation of this Development Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Development Agreement's requirements. Notwithstanding anything to the contrary, Developer shall have no duty to indemnify City from or against claims for consequential damages, or from or against City's gross negligence or willful misconduct.

Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer shall pay all costs, damages, attorney's fees, and other court-ordered costs awarded to any third party in any legal action in which Developer's duties to defend, indemnify, and hold the City harmless arise under this ARTICLE 7. The City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of such action.

The Parties expressly recognize that the obligation stated in this ARTICLE 7 do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, intentional act, negligent act, or default of, or any injury caused by any City department or dependent special district that is formed by or the receives funding as a result of any term or condition of this Agreement.

ARTICLE 8 DEFAULT; TERMINATION; ANNUAL REVIEW

8.1 Default.

8.1.1 Remedies in General; No Damages. City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. In no event

shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for monetary damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 9 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any monetary damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

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

8.1.3 Procedure on Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 9 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Developer shall have the right to offer written and oral testimony prior to or at the time of the Default Hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section 8.1.3 shall not be interpreted to constitute a waiver of Section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

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

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

8.3 Annual Review. Throughout the Term, and at least once every 12 months, City may request that Developer provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the "**Written Report**"). The City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer's compliance, shall schedule a review before the City Council (the "**Periodic Review**"). At least 10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer's performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Any written response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within 2 months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

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

ARTICLE 9 DISPUTE RESOLUTION

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

9.2 Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to Section 9.3.

9.3 Mediation. Within 30 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties. If the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 30 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 30 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

9.4 Injunction. Nothing in this ARTICLE 9 shall limit a Party’s right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

ARTICLE 10 MISCELLANEOUS

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

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

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

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

10.5 Covenants Running with the Land. Subject to the Transfer provisions in ARTICLE 6, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

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

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

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

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

TO CITY:

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

TO DEVELOPER:

APS West Coast, Inc.
Attention: Chief Financial Officer
10060 Skinner Lake Drive, 2nd Floor
Jacksonville, FL 32246

With a Mandatory Copy to:

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

With a Mandatory Copy to:

Reuben, Junius & Rose, LLP
Attention: Matthew D. Visick
1 Bush Street, Suite 600
San Francisco, CA 94104

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

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

Exhibit A Legal Description 2301 and 2603 Wilbur Avenue

Exhibit B Resolution No. 2021-21

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

10.12 Recordation of Development Agreement. Pursuant to Section 65868.5, no later than 10 days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

[SIGNATURES FOLLOW]

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

CITY:

DEVELOPER

CITY OF ANTIOCH,
a Municipal corporation

APS WEST COAST, INC.,
a California corporation

By: Kwame P. Reed
Its: Acting City Manager

By: Jacob Brown
Its: Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

REUBEN, JUNIUS & ROSE, LLP

By: Thomas Lloyd Smith
Its: City Attorney

By: Corie A. Edwards
Its: Attorney

ATTEST:

By: Ellie Householder
Its: City Clerk

Exhibit A

Legal Description 2301 and 2603 Wilbur Avenue



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

PARCEL A:

PARCEL ONE:

PORTIONS OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POST MARKED "B.1" BEING AT A POINT THAT BEARS SOUTH 89° 08' EAST 661.04 FEET AND NORTH 0° 43' EAST 25.0 FEET FROM THE CORNER COMMON TO SAID SECTIONS 16, 17, 20 AND 21; SAID COMMON CORNER BEING SOUTH 1° 18' 15" WEST 27.0 FEET FROM CONCRETE MONUMENT MARKED "FP1", NORTH 1° 18' 15" EAST 27.0 FEET FROM CONCRETE MONUMENT MARKED "FP2" AND SOUTH 7° 27' 11" WEST 1925.46 FEET FROM CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - FIBER - 1947" AND FROM WHICH POINT OF BEGINNING A CONCRETE MONUMENT MARKED "FP3" BEARS NORTH 0° 43' EAST 2.0 FEET AND NORTH 89° 08' WEST 2.0 FEET, THENCE FROM SAID POINT OF BEGINNING, SOUTH 0° 43' WEST 25.00 FEET; THENCE SOUTH 0° 53' WEST AT 27.0 FEET A CONCRETE MONUMENT MARKED "FP4" BEARS NORTH 89° 08' WEST 2.0 FEET, A TOTAL DISTANCE OF 392.07 FEET TO A POINT IN THE NORTHERLY LINE OF THE 100 FEET STRIP DESCRIBED IN THE DEED FROM FRANK E. PEABODY TO SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILWAY COMPANY, A CORPORATION, DATED JUNE 04, 1898 AND RECORDED JULY 20, 1898 IN BOOK 79 OF DEEDS, PAGE 127, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA, FROM WHICH POINT A CONCRETE MONUMENT MARKED "FP5" BEARS NORTH 88° 58' WEST 2.0 FEET AND NORTH 0° 53' EAST 2.0 FEET; THENCE, ALONG THE NORTHERLY LINE OF SAID 100 FOOT STRIP, NORTH 88° 58' WEST 1332.59 FEET TO A POINT FROM WHENCE A CONCRETE MONUMENT MARKED "FP6" BEARS NORTH 1° 28' EAST 2.0 FEET AND SOUTH 88° 58' EAST 2.0 FEET; THENCE NORTH 1° 28' EAST 423.41 FEET TO A POINT FROM WHENCE A CONCRETE MONUMENT MARKED "FP8" BEARS NORTH 1° 28' EAST 2.0 FEET; THENCE NORTH 88° 15' 30" WEST 662.91 FEET TO A POINT FROM WHENCE A CONCRETE MONUMENT MARKED "FP9" BEARS NORTH 1° 05' EAST 2.0 FEET AND SOUTH 88° 15' 30" EAST 2.0 FEET; THENCE NORTH 1° 05' EAST AT 1029.89 FEET A CONCRETE MONUMENT MARKED "FP10" BEARS SOUTH 88° 55' EAST 2.0 FEET, A TOTAL DISTANCE OF 1225.07 FEET TO A POINT FROM WHENCE THE SAID CORNER COMMON TO SECTIONS 16, 17, 20 AND 21 BEARS SOUTH 45° 20' 53" EAST 1835.92 FEET AND A CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - BOARD - 1947" BEARS SOUTH 81° 07' 10" EAST 402.72 FEET; THENCE, ALONG THE ORDINARY HIGH WATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER, NORTH 58° 06' 15" EAST 143.69 FEET TO A POINT FROM WHENCE SAID CONCRETE MONUMENT WITH BRASS CAP INSCRIBED, "CALIF. LANDS COMM - BOARD - 1947" BEARS SOUTH 63° 24' 43" EAST 308.53 FEET; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK, NORTH 88° 01' 15" EAST 192.06 FEET, NORTH 66° 44' 15" EAST 384.35 FEET, NORTH 44° 43' 15" EAST 519.73 FEET, NORTH 60° 39' 15" EAST 204.85 FEET, SOUTH 85° 23' 45" EAST 149.82 FEET, NORTH 78° 42' 15" EAST 305.10 FEET NORTH 56° 26' 15" EAST 94.17 FEET TO A POINT FROM WHENCE

SAID CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - FIBER - 1947" BEARS SOUTH 44° 37' 21" WEST 259.81 FEET; THENCE, CONTINUING ALONG SAID ORDINARY HIGH WATER MARK, NORTH 69° 16' 15" EAST 273.98 FEET TO A POINT FROM WHENCE THE SAID CORNER COMMON TO SECTIONS 16, 17, 20 AND 21 BEARS SOUTH 17° 26' 35" WEST 2296.66 FEET AND SAID CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - FIBRE - 1947" BEARS SOUTH 57° 16' 48" WEST 521.50 FEET; THENCE, LEAVING SAID ORDINARY HIGH WATER MARK, SOUTH 0° 43' WEST, AT 401.83 FEET A CONCRETE MONUMENT MARKED "FP11" BEARS NORTH 89° 17' WEST 2.0 FEET, A TOTAL DISTANCE OF 2176.26 FEET TO THE POINT OF BEGINNING.

AS SURVEYED BY J.G. BARNARD, IN AUGUST 1947, A MAP OF SAID SURVEY BEING FILED JANUARY 16, 1948, IN THE BOOK 12, LICENSED SURVEYOR'S MAPS, PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

1) ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERAL SUBSTANCES (EXCEPT WATER) LYING MORE THAN 100 FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS RESERVED IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, TO FIBERBOARD PRODUCTS, INC., A DELAWARE CORPORATION, DATED JULY 09, 1946 AND RECORDED NOVEMBER 15, 1946, IN BOOK 955 OF OFFICIAL RECORDS, PAGE 400.

2) THE INTEREST DESCRIBED IN QUITCLAIM DEED EXECUTED BY FIBERBOARD PRODUCTS, INC., A CORPORATION, TO COUNTY OF CONTRA COSTA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED APRIL 05, 1948, RECORDED APRIL 26, 1948, IN BOOK 1193 OF OFFICIAL RECORDS, PAGE 509.

3) THE INTEREST DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA RECORDED OCTOBER 22, 1958, BOOK 3249, PAGE 246, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM:

THAT PORTION AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 19, 2005 AS INSTRUMENT NO. 2005-485430 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

PARCEL TWO:

A EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, STORAGE AND SIMILAR USE OF CERTAIN RAIL LINE OVER PARCEL C, PARCEL MAP MS 12-85, FILED SEPTEMBER 05, 1986, BOOK 124 OF PARCEL MAPS, PAGE 7, CONTRA COSTA COUNTY RECORDS MORE BRIEFLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "C"; THENCE ALONG THE WEST LINE OF PARCEL "C", SOUTH 01° 30' 23" WEST, 84.00 FEET TO ITS INTERSECTION WITH THE SOUTH EDGE OF THE 30.00 FOOT ACCESS & UTILITY EASEMENT SHOWN ON (124 PM 7), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING ALONG THE STATED ACCESS EASEMENT, SOUTH 89° 27' 43" EAST, 95.31 FEET;

THENCE SOUTH 01° 30' 23" WEST, 249.48 FEET MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF PARCEL "C"; THENCE ALONG THE SOUTH BOUNDARY SHOWN ON (124 PM 7); THENCE ALONG THE SOUTH AND WEST BOUNDARY OF PARCEL "C" NORTH 79° 07' 37" WEST, 78.99 WEST, 78.99 FEET; THENCE NORTH 01° 30' 23" EAST, 235.16 FEET; RETURNING TO THE POINT OF BEGINNING SAID EASEMENT ENCOMPASSING .53 ACRES.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR RAIL SPUR AND PIPELINE EASEMENT GRANTED TO ROY A. CUNHA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 35% INTEREST; DONALD T. CLEMETSON AND JEANETTE E. CLEMETSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 35% INTEREST; ALBERT C. SNELL, JR., A MARRIED MAN, AS TO AN UNDIVIDED 18% INTEREST; AND ROBERT J. MCGUIRE, JR., A MARRIED MAN, AS TO AN UNDIVIDED 12% INTEREST; ALL AS TENANTS IN COMMON RECORDED ON MARCH 24, 2006 AS INSTRUMENT NO. 2006-0090646 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

PARCEL ONE:

PORTION OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERN LINE OF THE COUNTY ROAD KNOWN AS WILBUR AVENUE, AT THE SOUTHWESTERN CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM E.S. SWEENEY, ET UX, TO S. DAYRE FREEMAN, DATED DECEMBER 16, 1939, RECORDED DECEMBER 21, 1939, IN BOOK 535 OF OFFICIAL RECORDS, PAGE 114; THENCE FROM SAID POINT OF BEGINNING, NORTH 89° 15' WEST, ALONG THE NORTHERN LINE OF WILBUR AVENUE, 901.39 FEET TO THE SOUTHEASTERN CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM BEN MORRIS TO LOUISE MCCULLOUGH, DATED APRIL 22, 1941, RECORDED NOVEMBER 03, 1941 IN BOOK 634 OF OFFICIAL RECORDS, PAGE 181; THENCE NORTHERLY ALONG THE EASTERN LINE OF SAID MCCULLOUGH PARCEL (634 OR 181), AS FOLLOWS: NORTH 744 FEET; EAST 121 FEET, AND NORTH 180 FEET TO THE NORTHEASTERN CORNER OF SAID MCCULLOUGH PARCEL (634 OR 181) SAID NORTHEASTERN CORNER BEING ON THE LOW WATER LINE OF THE SAN JOAQUIN RIVER; THENCE NORTH 89° 35' EAST, ALONG SAID LOW WATER LINE, 44.22 FEET AND NORTH 78° 15' EAST 752 FEET TO THE NORTHWESTERN CORNER OF SAID FREEMAN PARCEL (535 OR 114); THENCE SOUTH, ALONG THE WESTERN LINE OF SAID FREEMAN PARCEL (535 OR 114), A DISTANCE OF 1087 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING NORTH OF THE ORDINARY HIGH WATER MARK OF SAN JOAQUIN RIVER.

EXCEPTING THEREFROM:

THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA, RECORDED MARCH 15, 1957 IN BOOK 2948, PAGE 276 OF OFFICIAL RECORDS.

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTH LINE OF THE COUNTY ROAD, 50 FEET NORTH AND SOUTH 89° 15' EAST, 924.96 FEET FROM THE ¼ SECTION CORNER BETWEEN SECTIONS 17 AND 20, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE RUNNING NORTH 1087 FEET TO STATION AT LOW WATER LINE AND SAN JOAQUIN RIVER; THENCE ALONG LOW WATER LINE NORTH 78° 15' EAST 63.1 FEET TO STATION; NORTH 43° 15' EAST, 246.18 FEET TO STATION; NORTH 61° 35' EAST, 189.42 FEET TO STATION; THENCE SOUTH 1373.46 FEET TO STATION ON NORTH LINE OF THE HEREINBEFORE MENTIONED ROAD; THENCE ALONG NORTH LINE OF SAID ROAD, NORTH 89° 15' WEST, 396.36 FEET TO THE PLACE OF BEGINNING, AND BEING A PART OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM:

ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY LYING NORTH OF THE ORDINARY HIGH WATER MARK OF SAN JOAQUIN RIVER.

EXCEPTING THEREFROM:

THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA, RECORDED MARCH 15, 1957 IN BOOK 2948, PAGE 276 OF OFFICIAL RECORDS.

PARCEL THREE:

AN EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, STORAGE AND SIMILAR USE OF CERTAIN RAIL LINE OVER PARCEL C, PARCEL MAP MS 12-85, FILED SEPTEMBER 05, 1986, BOOK 124 OF PARCEL MAPS, PAGE 7, CONTRA COSTA COUNTY RECORDS MORE BRIEFLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "C"; THENCE ALONG THE WEST LINE OF PARCEL "C", SOUTH 01° 30' 23" WEST, 84.00 FEET TO ITS INTERSECTION WITH THE SOUTH EDGE OF THE 30.00 FOOT ACCESS & UTILITY EASEMENT SHOWN ON (124 PM 7), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, ALONG THE STATED ACCESS EASEMENT, SOUTH 89° 27' 43" EAST, 95.31 FEET; THENCE SOUTH 01° 30' 23" WEST, 249.48 FEET MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF PARCEL "C"; THENCE ALONG THE SOUTH BOUNDARY SHOWN ON (124 PM 7); THENCE ALONG THE SOUTH AND WEST BOUNDARY OF PARCEL "C" NORTH 79° 07' 37" WEST, 78.99 FEET; THENCE NORTH 01° 30' 23" EAST, 235.16 FEET; RETURNING TO THE POINT OF BEGINNING SAID EASEMENT ENCOMPASSING 0.53 ACRES.

Exhibit B

Resolution No. 2021-21

**PLANNING COMMISSION
RESOLUTION NO. 2021-21**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH
APPROVING A USE PERMIT, DESIGN REVIEW, AND VARIANCE (UP-20-14, AR-20-
18, V-21-04) FOR AMPORTS ANTIOCH VEHICLE PROCESSING FACILITY
AT 2301 WILBUR AVENUE**

WHEREAS, the City of Antioch received an application from AMPORTS for approval of an Initial Study / Mitigated Negative Declaration, Use Permit, Design Review, and Variance for the development of an automotive logistics and processing facility for vehicles prior to their distribution to dealerships. The project includes the conversion and upgrade of the existing wharf for roll on/roll off operations, construction of a new building, and new site improvements - including new paving, stormwater improvements, and fencing at 2301 Wilbur Avenue (UP-20-14, AR-20-18, V-21-04) (APNs 051-020-006 and 051-020-012);

WHEREAS, an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on August 18, 2021;

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

WHEREAS, the Planning Commission September 1, 2021, duly held a public hearing, received and considered evidence, both oral and documentary; and

WHEREAS, on September 1, 2021, the Planning Commission adopted the Initial Study / Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program for the project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does hereby make the following findings required for approval of the 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.

The proposed vehicle processing facility is required to comply with multiple conditions of approval that address the project's impact on public health and the properties in the vicinity. The vehicle processing facility is located in an industrial district with similar uses in close proximity. Based upon the conditions imposed, the proposed use will not create adverse impacts to the surrounding businesses and residents.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

The site is zoned Heavy Industrial (M-2). The Heavy Industrial District allows vehicle storage with the approval of a use permit.

3. The site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.

The proposed site is adequate in size and shape to accommodate a vehicle processing facility. The proposed facility will provide ample space for the vehicles to be stored along with ample employee parking.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project site is currently vacant, partially paved, and has an existing wharf and is located on Wilbur Avenue, which is adequate in width and pavement type to carry the traffic generated by the proposed use.

5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The use will not adversely affect the comprehensive General Plan because the project is consistent with the General Plan designation for the site of Industrial.

BE IT FURTHER RESOLVED that the Planning Commission does hereby make the following findings for the approval of a Variance for an eight-foot-high fence in the required front setback and a 10-foot landscaping front setback, where a 30-foot front landscaped setback is required:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same zone or vicinity.

The intended use of the property is a vehicle processing facility with a wharf. Due to the need to secure the vehicles, the USCG regulations to secure the site, the conditioned dedication for Wilbur Avenue, and the layout of the existing site, a reduced landscaping setback and security fence is most effectively placed close to Wilbur Avenue.

2. That the granting of such variance will not be materially detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed 10-foot landscaping setback will allow for attractive landscaping to be installed at the site, which will help screen the fence and provide a buffer from the sidewalk and the barbed wire and will satisfy the USCG security requirements for the site. The conditions of approval also require the fence and landscaping to not cause a visual obstruction for drivers using the project's driveway. Therefore, the proposed reduced setback and fence will not be detrimental to the public health or injurious to the properties in the area.

3. That because of special circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, the strict application of the zoning provisions is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under the identical zone classifications.

The project site will be developed a wharf facility with vehicle storage. Providing robust security for the wharf, as required by the USCG is unique to properties along the water with a functioning with wharf. Restricting the project to a three-foot-tall fence in the front setback would limit the project's ability to provide adequate security for the site. The City is conditioning the project to dedicate right-of-way to the site, reducing the amount of frontage that would normally be used for a front setback, this requirement is not placed on all properties. Therefore, this property features special circumstances that require a reduced setback and eight-foot fence in the front setback.

4. That the granting of such variance will not adversely affect the comprehensive General Plan.

The proposed use of the project site is consistent with the General Plan designation of Industrial. The applicant's request would not adversely affect the comprehensive General Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission of the City of Antioch does hereby **APPROVE** a Use Permit, Design Review, and Variance for the development of an automotive logistics and processing facility for vehicles prior to their distribution to dealerships. The project includes the conversion and upgrade of the existing wharf for roll on/roll off operations, construction of a new building, and new site improvements - including new paving, stormwater improvements, and fencing at 2301 Wilbur Avenue (UP-20-14, AR-20-18, V-21-04) (APNs 051-020-006 and 051-020-012) subject to the following conditions:

A. GENERAL CONDITIONS

1. 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.

2. This approval expires two years from the date of approval (Expires September 1, 2023), unless: a building permit has been issued and construction has diligently commenced thereon and has not expired; a certificate of occupancy has been issued; or the use is established. 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.
3. City staff shall inspect the site for compliance with conditions of approval prior to final inspection approval.
4. The developer 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, developer 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. 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.
7. 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.
8. All required easements or rights of entry for off-site improvements 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.
9. 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.
10. All access drive aisles shall be constructed per current ADA and City standards, subject to review and approval by the City Engineer.

11. All cracked, broken or damaged concrete curb, gutter and/or sidewalks 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.
12. On site Asphalt paving including repairs to existing pavement shall be designed for a minimum traffic index (TI) of 5.5 and 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.
13. All on-site curbs, gutters and sidewalks shall be constructed of Portland cement concrete.
14. The applicant shall install and maintain parking lot and pathway within the project area at no cost to the City.

B. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Construction is restricted to weekdays between the hours of 8:00 AM and 5:00 PM. Requests for alternative days/times may be submitted in writing to the City Manager or designee 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. FIRE REQUIREMENTS

1. All requirements of the Contra Costa County Fire District shall be met.

D. 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 applicant shall pay all pass-through fees. Fees include but are not limited to:

- East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
 - Contra Costa County Fire Protection District Fire Development Fee in effect at the time of building permit issuance.
 - Development Impact Fee
 - Traffic Signal Fees
 - Gravity Flow Sewer Assessment Fee
 - School Impact Fees
 - Delta Diablo Sewer Fee
 - Contra Costa Water District Fee
3. The applicant shall pay the Contra Costa County Flood Control District Drainage Area fee in effect at the time of, and prior to issuance of, a building permit.
4. Prior to the issuance of a certificate of occupancy, the property shall annex into Street Lighting and Landscape District 2A Zone 3 and accept a level of annual assessments sufficient to maintain street lights and landscaping adjacent to the project. The annual assessment shall cover the actual annual cost of maintenance as described in the Consolidated Engineer's Report for the City of Antioch Street Light and Landscape Maintenance District Numbers 1, 2A, 4, 5, 9, and 10.

E. PROPERTY MAINTENANCE

1. A parking lot sweeping program shall be implemented 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 Property Maintenance Ordinance Section 5-1.204. No final landscape and irrigation plan shall be considered complete without an approved maintenance agreement reflective of standards contained in Section 5-1.204(G).
3. Property owner shall comply with all City municipal codes regarding the maintenance of property.
4. Property owner shall be responsible for maintaining all on-site and frontage landscaping and storm water detention basins.

F. GRADING

1. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. 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.

G. CONSERVATION/NPDES

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. All impervious surfaces to be constructed as part of the project, including off-site roadways, are subject to C.3 requirements per State Regulations.
3. 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.
- 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. Applicant shall 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.

H. 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. All storm water flows shall be collected onsite and discharged into an approved public storm drain system or, if with applicable regulatory approval, into the river.
3. Trash enclosures shall drain to sanitary sewer and shall incorporate methods to contain refuse runoff at the front-gate and pedestrian access point to prevent storm water from entering the enclosure.
4. The sewer collection system shall be constructed to function as a gravity system.
5. A reduced pressure backflow preventer assembly shall be installed on all City water meter services.
6. Double detector check fire line backflow assemblies shall be enclosed within an easement granted to the City, as needed, and at no cost to the City.
7. The developer shall provide all offsite and onsite improvements necessary to 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.
8. The developer 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 building permits unless pursuant to a written Improvement Agreement, including securities, between the applicant and the City.
9. The developer shall minimize water and sewer connection tie-ins to wet utility mains.
10. All onsite utilities shall be privately maintained and connected to public facilities in accordance with City Standards, or as approved by the City Engineer.
11. All proposed drainage facilities, including open ditches, and except for any grassy swales for storm water quality filtration, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.
12. All structures onsite shall be connected to water and sewer mains for service.

I. LANDSCAPING

1. Sight distance triangles shall be maintained per Antioch Municipal Code § 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 the landside 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.

J. MITIGATION MONITORING AND REPORTING PROGRAM

1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP) for the AMPORTS Antioch Vehicle Processing Facility Project.
2. The applicant shall comply with mitigation measure AIR-3 in the MMRP, which states:

MM AIR-3: Reduce Annual Vessel Calls, Provide Emissions Offsets, or Otherwise Demonstrate a Reduction in Emissions. To reduce operation phase NOX emissions to below the BAAQMD annual and daily mass emissions thresholds, the Applicant shall limit vessel calls to no more than eight (8) vessel calls per year; or incorporate additional emission reduction measures which may include but are not limited to the following:

- Secure and surrender NOx emissions offsets for NOx emissions over the BAAQMD threshold of significant; or,
- Truck fleet electrification
- Truck fleet alternative fuels (natural gas, hydrogen, etc.)
- Truck model year restrictions, e.g., 2018 or newer
- Truck idling restrictions

The Applicant shall be responsible for the preparation of documents demonstrating revised operational characteristics are below BAAQMD annual

and daily mass thresholds of significance for NO_x, and shall also be responsible for a third-party verification on behalf of the City, if required by the City's Planning Manager.

K. PROJECT SPECIFIC CONDITIONS

1. This approval applies to the project plans and other design drawings provided to the City of Antioch on January 29, 2021; the updated wharf plans provided to the City of Antioch on March 23, 2021; the topographic map prepared by Cinquini & Passarino, Inc. provided to the City of Antioch on April 28, 2021; and the updated conceptual stormwater control plan sheet (CG-201) dated May 4, 2021.
2. The property owner shall dedicate and improve prior to the commencement of operations at the site an additional right-of-way along the project frontage as necessary for the widening of Wilbur Avenue to accommodate a 108-foot-wide arterial roadway, to the satisfaction of the City Engineer. The centerline of the widened road will be no nearer to the applicant's property than the centerline of the current road.
3. Applicant shall be responsible for the design and construction of all frontage improvements, along the project frontage on Wilbur Avenue including a 5-foot-wide sidewalk, 5-foot-wide landscaping planter, curb and gutter. Asphalt paving shall be designed for a minimum traffic index (T.I.) of 9.0 and shall have a minimum slope of 2%. Pavement section shall be a minimum of 6" A.C. over 18" Class II A.B.
4. Applicant shall conform all new improvements with existing improvements at the cost of the applicant. Transitions shall all occur offsite from the project frontage.
5. The applicant shall locate the front boundary fence 10 feet back from the modified front property line. Screening landscaping shall be installed within this 10-foot area with plants such as oleander to screen the fence. The landscaping shall be shown on the building permit for the landside work and shall be subject to review and approval by the Planning Division.
6. Applicant shall design and construct all signing and striping necessary to conform the existing Wilbur Avenue improvements with the new improvements constructed by this project all at the cost of the applicant.
7. Striping of Wilbur Avenue along project frontage section shall be restriped and restored to the satisfaction of the City Engineer prior to the commencement of operations.
8. There is an existing railroad spur that serves this parcel. As a part of the frontage improvements, the railroad company may require improvements to the railroad

crossing meet current standards. The Developer shall obtain the necessary permits and construct the improvements required by the railroad owner, or governing entity, for any necessary improvements to the railroad crossing. If the railroad spur is removed, the Developer shall rebuild the roadway where the railroad spur was removed to the satisfaction of the City Engineer.

9. The parking lot striping and signing plan shall be approved by the City Engineer.
10. All parking spaces shall be double-striped and all parking lot dimensions shall meet minimum City policies and Antioch Municipal Code requirements.
11. No Parking Any Time (R26) signage shall be installed per California MUTCD standards at locations along project frontage as approved by the City Engineer.
12. The applicant shall show a turning template on the building permit site plan verifying that delivery trucks can safely ingress, egress and successfully maneuver throughout the site.
13. The location of the trash enclosures shall be shown on the building permit submittal for the landside operations. The waste 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.
14. The building permit submittal shall include detailed plans of the location and design of the trash enclosure, in compliance with Antioch Municipal Code Section § 9-5.1401, including:
 - a. The walls of the trash enclosure structure shall be constructed of solid masonry material with a decorative exterior surface finish compatible to the main structure(s). A split face concrete block finish is recommended;
 - b. The trash enclosure structure shall have solid heavy gauge metal gates; the trash enclosure should be designed to allow walk-in access by tenants without requiring the main enclosure gates to be opened;
 - c. The trash enclosure walls shall be a minimum six feet in height. The minimum dimensions for the trash enclosure shall be adequate for the size and number of dumpster units and recycling bins; and signage identifying the types of recyclable materials accepted for collection at the trash enclosure shall be conspicuously posted within the enclosure;
 - d. If visible from public view, the perimeter of the trash enclosure structure shall be planted with landscaping, including a combination of shrubs and/or climbing evergreen vines.

15. Stop signs shall be installed at driveway exits onto Wilbur Avenue prior to the commencement of operations.
16. The project entry shall allow for two (2) full-sized auto-carriers to be queue in line at the gate without any portion of the vehicle protruding into the travel lanes on Wilbur Avenue. The building permit plans for the landside work shall show the revised project entry and a template of the two (2) full-sized auto-carriers queued.
17. Developer shall extend the existing sewer main on Wilbur Avenue to the full extent of site frontage and connect to Wilbur Avenue sewer main for service. Developer shall be responsible for one quarter of the cost and a reimbursement mechanism will be established for the remaining three-quarters of the cost. The work shall be completed prior to the commencement of operations at the site.
18. The stevedore trailer shall be built on a permanent foundation and hooked up to utilities. The trailer shall be subject to administrative design review prior to the submittal of building permits for the trailer.
19. The roof of the office and vehicle process facility shall be gray toned instead of white and shall be subject to review and approval by the Planning Division prior to the issuance of a building permit for the building.
20. The perimeter chain link fence adjacent to the public right-of-way shall have vinyl clad hardware.
21. The perimeter chain link fence shall be a maximum height of seven feet with an additional one foot of barbed wire. The total fence height shall not exceed eight feet.
22. Prior to issuance of a building permit for the landside work or commencement of operations at the site, whichever comes first, the developer shall secure the required regulatory permits to use, operate, and maintain the existing storm water outfall which drains the site directly to the San Joaquin River.
23. The developer shall secure all required regulatory permits necessary for the construction and operation of the site.
24. Fencing shall not obstruct sight distance triangles, as required per Antioch Municipal Code § 9-5.1101, Site Obstructions at Intersections.
25. 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.

26. Per the letter dated June 30, 2021, AMPORTS acknowledges the need to enter into a formal agreement with the City of Antioch regarding the public/private partnership for this project to be a success for all parties. AMPORTS also agrees to work in good faith to develop an agreement to mitigate City impacts as well as negotiate City protections and cost reimbursement for administration of a PIDP grant if awarded.

* * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 1st day of September 2021.

AYES: Motts, Barrow, Gutilla, Martin, and Schneiderman

NOES: none

ABSTAIN: none

ABSENT: Parsons and Riley



Forrest Ebbs
Secretary to the Planning Commission

ATTACHMENT "B"

CITY OF ANTIOCH PLANNING COMMISSION REGULAR MEETING

Regular Meeting
6:30 p.m.

December 4, 2024
City Council Chambers

1. CALL TO ORDER

Vice Chairperson Webber called the meeting to order at 6:30 P.M. on Wednesday, December 4, 2024, in Council Chambers.

2. ROLL CALL

Present: Commissioners Jones, Lutz, Martin, Perez, Vice Chairperson Webber
Absent: Commissioner Hills and Chairperson Riley

Staff: Assistant City Attorney, Kevin Kunding
Economic Development Director, Kwame Reed
Planning Manager, Zoe Merideth
Minutes Clerk, Kitty Eiden

3. PLEDGE OF ALLEGIANCE

Vice Chairperson Webber led the Pledge of Allegiance.

Acting Planning Manager Merideth announced Chairperson Riley was reappointed to the Planning Commission and introduced newly appointed Commissioner Perez to the Planning Commission.

4. PUBLIC COMMENT – None

5. CONSENT CALENDAR

5-1. Planning Commission Meeting Minutes November 6, 2024

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously approved Consent Calendar Item 5-1. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Webber
NOES: None
ABSTAIN: Perez
ABSENT: Hills, Riley

6. CONTINUED PUBLIC HEARING

6-1 LA2024-0005 | State Density Bonus Law Ordinance Update | Citywide – The City of Antioch is proposing to repeal and replace Title 9, Chapter 5, Article 35 of

the Antioch Municipal Code, Density Bonus Program. The zoning text amendments will ensure compliance with State law, outline application and approval procedures, and include development standards for affordable units constructed under the ordinance.

Planning Manager Merideth presented the staff report dated December 4, 2024, recommending the Planning Commission table this item.

Commissioner Martin thanked staff for their efforts to ensure the City was compliant with State law.

On motion by Commissioner Jones, seconded by Commissioner Martin the Planning Commission members present unanimously tabled LA2024-0005 | State Density Bonus Law Ordinance Update | Citywide. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Perez, Webber
NOES: None
ABSTAIN: None
ABSENT: Hills, Riley

7. NEW PUBLIC HEARING

- 7-1 UP-20-14, AR-20-18, V-21-04 | AMPORTS Antioch Vehicle Processing Facility 2301 Wilbur Ave** - The applicant, APS West Coast, Inc., requests approval of a Development Agreement with the City of Antioch. The proposed Development Agreement would defer certain improvements conditioned upon the project in exchange for payment of a fee to the City based on the number of car carrier trips that access the project site

Acting Planning Manager Merideth presented the staff report dated December 4, 2024, recommending the Planning Commission adopt a resolution recommending the City Council approve the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

Randy Scott, General Manager, stated their intent was to further develop the site.

In response to Commissioner Jones, Matthew Visick, Land Use Consultant, stated the land was owned by an out of state, land holding entity and it was under a long-term lease.

Assistant City Attorney Kunderer reviewed the public hearing procedures for this agenda item.

Chairperson Riley opened the public hearing.

Mr. Scott stated they were proposing a phased development of the site.

Chairperson Riley closed the public hearing.

In response to Commissioner Jones, Mr. Scott explained the timeline for the project and provided details for the processing of vehicles.

Economic Development Director Reed provided a history of AMPORTS operation in Antioch and the negotiated truck fee to address the impact the business had on the roadway. He stated AMPORTS wanted the opportunity to generate revenue to make improvements to the site. He noted this would also allow them to operate with no more than 8 vessels per year and they expected the upland improvements to occur in 4 years or 33 vessel trips coming to the facility. He explained that each vessel could carry up to 3000 vehicles. He commented that the estimated revenue generated would be based on the economy, tariffs and market demands. He added that the fees would be captured for each truck in both directions.

Mr. Scott stated they would make site improvements based on the customers' needs.

In response to Commissioner Lutz, Mr. Scott reported that approximately 500 jobs could be generated from this facility. He noted that he was unaware of any other AMPORT location that paid a truck trip fee.

Commissioner Lutz spoke in support of the agreement.

In response to Commissioner Lutz, Director of Economic Development Reed explained that AMPORTS was a privately owned international company and with several facilities in the United States and Mexico. He added that they were a reputable company who wanted the site to produce so it would be beneficial for them to improve the facility.

Mr. Scott added that they had a 40-year lease, and this was a common approach to developing a port.

In response to Commissioner Lutz, Mr. Scott explained that the environmental issue in Benecia was related to the oil refinery and AMPORTS cargo would not be susceptible to that kind of incident.

Planning Manager Merideth added that all mitigation measures outlined in the 2021 mitigated negative declaration would be followed.

Commissioner Martin stated he supported this development agreement.

In response to Commissioner Martin, Planning Manager Merideth explained that the original project approval resolution discussed the Bay Area Air Quality Management District limiting vessel calls to no more than eight calls per year. She stated staff would be working with the developer to monitor vessel calls.

Director of Economic Development Reed added the City would be relying on AMPORTS reporting standards for vessel and truck traffic.

In response to Commissioner Jones, Mr. Scott stated if tariffs impacted vessel traffic, vehicles could come in via rail or truck.

In response to Vice Chairperson Webber, Mr. Scott reported that three vessels had come to the facility this year and trucks come and go daily. He noted the cost for storage of vehicles varied based on customer demand.

Director of Economic Development Reed confirmed the vehicles were currently parked on pavement and they were monitored continuously.

In response to Commissioner Jones, Director of Economic Development Reed confirmed that the money generated from this facility would go to the General Fund.

In response to Commissioner Webber, Director of Economic Development Reed reiterated that the applicant was required to make improvements along their frontage by 4 years or the 33rd vessel coming into the facility.

Mr. Visick clarified that they were not being relieved of an obligation, this was an agreed upon approach so they could make the improvements over time.

Commissioner Martin encouraged the City to use the funds generated from this agreement to make improvements to Wilbur Ave. near this facility.

Director of Economic Development Reed clarified that this agreement would allow AMPORTS to function without making all of the upland improvements that were part of the original entitlement for the land use permit. He noted they were unable to generate enough revenue to do all the upland improvements with 8 vessels per year.

Mr. Visick explained that they had intended to build the entire project out pre pandemic; however, circumstances had changed and based on those changes the goal was to build incrementally.

Mr. Scott reiterated that they proposed the truck trip fee so they could phase the improvements.

Mr. Visick stated it was their expectation that they could have increased the number of ships if there had been more time to gather data. He noted emissions were limited as quantified in the environmental document; however, they could potentially bring back an air quality analysis that showed they could have more ships with the same amount of emissions. He stated they hoped to get enough agreements signed with distributors to rationalize those costs.

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously adopted a resolution of the Planning Commission of the City of Antioch recommending City Council approval of a Development Agreement between the City of Antioch and APS West Coast, Inc., for the AMPORTS Project (UP-20-14, AR-20-18, V-21-04). The motion carried the following vote:

AYES: Jones, Lutz, Martin, Perez, Webber

NOES: None
ABSTAIN: None
ABSENT: Hills, Riley

The Planning Commission congratulated the applicant on receiving approval.

8. REGULAR ITEM

8-1 Housing Legislation Update | Citywide – Staff will provide an update on recent housing legislation.

Planning Manager Merideth presented the staff report dated December 4, 2024. This is an informational item for the Commission and no action is required.

Vice Chairperson Webber opened and closed the public comment period with no members of the public requesting to speak.

Commissioner Martin and Vice Chairperson Webber thanked staff for the update.

9. ORAL/WRITTEN COMMUNICATIONS

Commissioner Lutz announced his resignation from the Planning Commission. He recognized staff and the Commission for their professionalism.

Planning Commissioners stated they had enjoyed working with Commissioner Lutz and wished him well in the future.

10. COMMITTEE REPORTS - None

11. NEXT MEETING: December 18, 2024

Acting Planning Manager Merideth announced the December 18, 2024, and January 1, 2025 Planning Commission meetings were canceled and the next regular meeting would be on January 15, 2025.

12. ADJOURNMENT

On motion by Commissioner Jones, seconded by Commissioner Martin, the Planning Commission members present unanimously adjourned the meeting at 7:37 P.M. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Perez, Webber
NOES: None
ABSTAIN: None
ABSENT: Hills, Riley

Kitty Eiden

KITTY EIDEN, Minutes Clerk

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *AEC*

APPROVED BY: Bessie Marie Scott, City Manager *BMS* for

SUBJECT: Contract with Cole Huber LLP for Interim City Attorney Duties for an Amount Not to Exceed \$400,000

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the agreement with Cole and Huber LLP to provide Interim City Attorney Services for an amount up to \$400,000 and authorize the Mayor to sign the Agreement.

FISCAL IMPACT

Per the attached contract, the City will pay by the hour for legal services rendered. The contract will be terminated upon the hiring of a permanent City Attorney. The attached resolution caps the maximum amount at \$400,000. Should the cost of services rendered broach near this total, this item will be brought back for further spending authorization. The anticipated cost to the General Fund for FY25 and FY26 will be incorporated into the draft two-year budget.

DISCUSSION

At the Special City Council Meeting on January 17, 2025, the City Council directed staff to negotiate an agreement with Cole Huber LLP ("Law Firm") to provide Interim City Attorney services due to the resignation of the former City Attorney on January 17, 2025. The Law Firm has provided the City of Antioch with legal services on two previous occasions. Therefore, they are familiar and have prior working knowledge with the City.

The retainer is expected to cover attendance at City Council meetings and provide services that are reasonably expected in conjunction with the existing City Attorney's Office staff.

There are some existing outside counsel agreements that are expected to remain in place during the interim period. The City currently utilizes the services of outside legal counsel

(on water rights issues; litigation; and specialized labor and employment services; among others).

ATTACHMENTS

- A. Resolution
- B. Proposed Agreement with Cole Huber LLP for Interim City Attorney Services.

ATTACHMENT “A”

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT WITH COLE HUBER LLP., FOR INTERIM CITY ATTORNEY SERVICES NOT TO EXCEED \$400,000

WHEREAS, the City Attorney resigned on January 17, 2025;

WHEREAS, the City requires the services of legal counsel on an interim basis until a new City Attorney can be appointed; and

WHEREAS, the law firm of Cole Huber LLP., previously provided interim City Attorney services to the City of Antioch and is familiar with the needs and processes of the.

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

Section 1: Approves the agreement for Interim City Attorney services with Cole Huber LLP., for the rates set forth in the Law Firm-Client Fee Agreement Municipal Advisory and Litigation Services attached as Exhibit A and incorporate herein, for an amount not to exceed \$400,000; and

Section 2: Authorizes the Mayor to sign 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 28th day of January 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



**LAW FIRM-CLIENT FEE AGREEMENT
MUNICIPAL ADVISORY AND LITIGATION SERVICES**

Cole Huber LLP (“Law Firm”) and City of Antioch (“Client”) agree that Law Firm will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Law Firm will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Law Firm acknowledges acceptance of representation by returning a fully executed copy to Client.

2. SCOPE OF SERVICES AND LAW FIRM’S DUTIES

Client hires Law Firm to provide legal services in the following matters:

Represent Client as its Interim City Attorney, including providing advice on all customary municipal law matters.

Law Firm will provide those legal services reasonably required to represent Client. Law Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover representation for any litigation matter, including but not limited to any arbitration, administrative proceeding, trial court action, appeal, or collection proceedings. A separate written agreement for these services or services in any other matter not described above will be required. Law Firm is representing Client only in the matter described above.

3. CLIENT’S DUTIES

Client agrees to be truthful with Law Firm and not withhold information. Further, Client agrees to cooperate, to keep Law Firm informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Law Firm’s bills on time, and to keep Law Firm advised of Client’s address, telephone number and whereabouts. Client will assist Law Firm by timely providing necessary information and documents. Client agrees to appear at all legal proceedings when Law Firm deems it necessary, and generally to cooperate fully with Law Firm in all matters related to the preparation and presentation of Client’s claims.

4. CLIENT’S DUTY TO APPROPRIATE FUNDS

Law Firm agrees to assist Client in providing an initial budget and updated budgets throughout its representation of Client to ensure Client may appropriate funds sufficient to pay for Law Firm’s services. Provided Law Firm timely provides any budget estimate(s) Client requests, Client agrees to appropriate funds each fiscal year, or at other intervals as are necessary, to ensure Law Firm may be compensated for all legal services it performs. Client agrees that should it fail to appropriate funds, for any reason, sufficient to compensate Law Firm for all its legal services, Client will, to the extent permitted by law, consent to Law Firm’s

withdrawal from representation and will reasonably cooperate with Law Firm to effect such withdrawal.

5. CLIENT'S AUTHORITY TO AUTHORIZE AGREEMENT

The undersigned representative of the Client represents he or she has the authority to execute this Agreement in accordance with Client's policies, procedures, ordinances, or rules governing contracting for professional services. To the extent the approval of the governing body of Client is required to execute this Agreement, or is required to authorize payment to Law Firm beyond a threshold established in its policies, procedures, ordinances or rules, Client agrees that should it fail to secure any such approval, for any reason, Client will, to the extent permitted by law, consent to Law Firm's withdrawal from representation and will reasonably cooperate with Law Firm to effect such withdrawal.

6. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Law Firm's rates as set forth below for all time spent on Client's matter by Law Firm and Law Firm's legal personnel. Current hourly rates for legal personnel are as follows:

Senior partners (21 or more years in practice)	\$310/hour
Partners (8-20 years in practice)	\$285/hour
Associates (less than 8 years in practice)	\$250/hour
Paralegals	\$195/hour
Law clerks	\$210/hour

The rates on this schedule are subject to change on 30 days' written notice to Client. Rates may be changed, however, only once per calendar year, on or after January 1. If Client declines to pay the increased rates, Law Firm will have the right to withdraw as counsel for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Law Firm spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel or other persons.

Further, the legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent.

Time is billed in minimum increments one-tenth (.1) of an hour. Law Firm will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

7. COSTS AND OTHER CHARGES

- (a) Law Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, translator/interpreter fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Law Firm's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – 10 cents per page; (3) facsimile charges – 10 cents per page; (4) postage at cost; and (5) computerized legal research at cost.
- (b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Law Firm and Law Firm's personnel. Client will also be charged the hourly rates for the full time legal personnel spend traveling, minus any time the billing personnel are able to spend working on other client matters.
- (c) Experts, Consultants and Investigators. To aid in the handling of the Client matter, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Law Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.
- (d) Law Firm will obtain Client's consent before incurring any costs in excess of \$2,500.

8. OTHER FEES AND COSTS

Client understands that if Client's case proceeds to court action or arbitration, the court may award Law Firm fees as well as some or all of the type of costs enumerated in paragraph 6 above to the other party or parties. Payment of such Law Firm fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by the Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Law Firm pursuant to this agreement.

9. BILLS

Law Firm will send Client periodic bills for fees and costs incurred. Each bill will be payable within 30 days of its mailing date.

Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Law Firm's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Law Firm and to promptly communicate any objections, questions, or concerns about their contents.

10. DISCHARGE AND WITHDRAWAL

Client may discharge Law Firm at any time. Law Firm may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Law Firm may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Law Firm to carry out the employment effectively; and/or (c) Client fails to pay Law Firm's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Law Firm at the agreed rates for all services provided and to reimburse Law Firm for all costs advanced.

11. CONCLUSION OF SERVICES

When Law Firm's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Law Firm's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Law Firm has not otherwise delivered it or disposed of it consistent with Client's directions, Law Firm will retain the case file for a period of five years, after which Law Firm is authorized by this agreement to have the case file destroyed.

If Client would like Law Firm to maintain Client's case file for more than five years after the conclusion of Law Firm's services for Client on a given matter, a separate written agreement must be made between Law Firm and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that Law Firm transfer possession of Client's case file to Client or a third party, Law Firm is authorized to retain copies of the case file at Law Firm's expense. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

12. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Law Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Law Firm makes no such promises or guarantees. Law Firm's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by Client, or estimate of fees given by Law Firm, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

13. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 1.4.2(a), Law Firm informs you in writing that it carries professional liability insurance through Lloyd's of London with coverage limits of \$5 million, both per occurrence and aggregate.

14. CLIENT'S DUTY TO DEFEND AND INDEMNIFY LAW FIRM AND PERSONNEL

Client agrees to defend, indemnify, and hold harmless Law Firm and its personnel from any claims or lawsuits by or involving any third parties related to the services Law Firm provides under this Agreement to the same extent as Client is obligated to defend, indemnify, and hold harmless public employees under the Government Claims Act (Gov. Code, § 800 et seq.) and other applicable law (e.g., Gov. Code, § 995 et seq). Nothing in this paragraph shall, however, require Client to defend, indemnify, or hold harmless Law Firm for any action, conduct, error, or omission of Law Firm or its personnel committed outside the course and scope of Law Firm's services under this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

15. NO TAX ADVICE

Law Firm has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Law Firm may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

17. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

18. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

19. EFFECTIVE DATE

This Agreement will govern all legal services performed by Law Firm on behalf of Client commencing with the date Law Firm first performed services.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAW FIRM FIRST PROVIDED SERVICES. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

[Signatures on next page]

DATED: January __, 2025

CLIENT

By: _____

Client Contact:

Address:

Telephone:

E-Mail Address:

DATED: January 21, 2025

COLE HUBER LLP

A handwritten signature in blue ink, appearing to be 'Derek P. Cole', written over a light gray rectangular background.

By: _____
Derek P. Cole, Esq., Managing Partner



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney [DC](#)

SUBJECT: Rescission of Resolution No. 2021/26 Implementing a Policy for the City, Including All of Its Departments, Regarding the Selection of Attorneys Providing Contract Services, and the Review, Authorization and Execution of All Agreements for Legal Services and Services to be Provided by Attorneys to the City

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution rescinding Resolution No. 2021/26, which implemented a policy for selecting attorneys providing legal services and managing related agreements and invoices.

FISCAL IMPACT

The rescission of Resolution No. 2021/26 will result in a decentralized approach to the budgeting and payment of legal services. Under the current policy, all legal service costs are managed within the City Attorney's Office General Fund budget. Rescinding the resolution will shift the responsibility for budgeting, processing, and evaluating legal services invoices to individual departments.

DISCUSSION

On February 26, 2021, the City Council adopted Resolution No. 2021/26. This resolution provided policies for selecting attorneys, reviewing agreements for legal services, and managing invoices for such services. Specifically, the policy:

- Provided authority to the City Attorney to exercise discretion over the selection of attorneys providing services to the City;
- Required that all agreements for legal services, whether for the City or its departments, be submitted to the City Attorney for review and approval to ensure compliance with the Antioch Municipal Code, Title 3, Chapter 4, Article II;
- Mandated that any agreements for legal services not approved by the City Attorney in writing would be deemed void;
- Required that all invoices for legal services be submitted to the City Attorney's Office for review and authorization before payment; and
- Ensured that legal services costs were centralized within the City Attorney's Office budget.

Due to the City Attorney's expertise in evaluating effective legal counsel and assessing the reasonableness of billing practices by outside legal firms, the intent of Resolution No. 2021/26 was to improve the quality and efficiency of legal services provided to the City.

The proposed resolution rescinds Resolution No. 2021/26. By rescinding this resolution, the City will no longer have a formal policy governing the selection, approval, and payment process for legal services beyond the general provisions of the Antioch Municipal Code.

ATTACHMENTS

- A. Proposed Resolution Rescinding Resolution No. 2021/06
- B. Resolution No. 2021/26

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RESCINDING RESOLUTION NO. 2021/26 IMPLEMENTING A POLICY FOR THE
CITY, INCLUDING ALL OF ITS DEPARTMENTS, REGARDING THE SELECTION OF
ATTORNEYS PROVIDING CONTRACT SERVICES, AND THE REVIEW,
AUTHORIZATION AND EXECUTION OF ALL AGREEMENTS FOR LEGAL
SERVICES TO BE PROVIDED BY ATTORNEYS TO THE CITY**

WHEREAS, on February 26, 2021, the City Council adopted Resolution No. 2021/26, which established a policy for the selection of attorneys providing legal services to the City, the review and approval of legal service agreements, and the oversight of legal service invoices;

WHEREAS, the policy mandated that all legal service agreements, whether for the City or its departments, be reviewed and approved by the City Attorney to ensure compliance with Antioch Municipal Code, Title 3, Chapter 4, Article II, and that any agreements not approved in writing by the City Attorney would be deemed void;

WHEREAS, the policy centralized the review and authorization of legal service invoices within the City Attorney's Office, ensuring consistent oversight, fiscal responsibility, and budgetary planning;

WHEREAS, the City Council has determined that Resolution No. 2021/26 and the policy is no longer necessary for the operational needs of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby rescinds Resolution No. 2021/26 Implementing a Policy for the City, Including All of Its Departments, Regarding the Selection of Attorneys Providing Contract Services, and the Review, Authorization and Execution of All Agreements for Legal Services and Services to be Provided by Attorneys to the City.

* * * * *

RESOLUTION NO. 2025/**

January 28, 2025

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B

RESOLUTION NO. 2021/26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH IMPLEMENTING A POLICY FOR THE CITY, INCLUDING ALL OF ITS DEPARTMENTS, REGARDING THE SELECTION OF ATTORNEYS PROVIDING CONTRACT SERVICES, AND THE REVIEW, AUTHORIZATION AND EXECUTION OF ALL AGREEMENTS FOR LEGAL SERVICES AND SERVICES TO BE PROVIDED BY ATTORNEYS TO THE CITY

WHEREAS, the City desires to implement a policy for the City, including all of its departments, regarding the selection of attorneys providing contract services, and the review, authorization and execution of all agreements for legal services and services to be provided by attorneys (collectively "Legal Services") to the City;

WHEREAS, any agreements for Legal Services to be provided to the City shall require approval consistent with Antioch Municipal Code, Title 3, Chapter 4, Article II, and written approval of the City Attorney;

WHEREAS, the City Attorney shall review all invoices submitted for Legal Services pursuant to existing agreements and agreements executed on or after the effective date of this Resolution, and be responsible for authorizing payment of such invoices; and

WHEREAS, the City Council believes that this policy will help improve quality and efficiency in the delivery of Legal Services.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby directs that the City Attorney shall exercise discretion over the selection of all attorneys providing Legal Services, as defined herein, for the City including all of its departments.

Section 3. The City Council hereby directs that all agreements for the provision of Legal Services, as defined herein, to the City, including all of its departments, or on behalf of the City that are to be paid by the City shall be submitted to the City Attorney for review and approval, and the City Attorney shall have the discretion to approve and execute all such agreements on behalf of the City when the City Attorney determines the agreement is consistent with Antioch Municipal Code, Title 3, Chapter 4, Article II. Any agreements for Legal Services to the City or on behalf of the City that are not approved by the City Attorney in writing shall be void.

Section 4. All invoices for Legal Services, as defined herein, shall be required to be submitted to the City Attorney for review and payment through the City Attorney's Office. No payment shall be made for Legal Services pursuant to existing or future agreements unless approved in writing by the City Attorney. Therefore, the budgeted

RESOLUTION NO. 2021/26

February 26, 2021

Page 2

amount for the City Attorney's Office shall include the amounts necessary for the payment of such invoices.


I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 26th day of February, 2021, by the following vote:

AYES: Council Members Torres-Walker, Wilson and Mayor Thorpe

NOES: Council Members Barbanica and Ogorchock

ABSTAIN: None

ABSENT: None


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager *BMS*

SUBJECT: City Council Appointment of Standby City Council Members

RECOMMENDED ACTION

It is recommended that the City Council appoint the following nominees as Standby City Council Members:

- Mayor Bernal: 1) ; 2) ; 3)
- Mayor Pro Tem Rocha: 1) ; 2) ; 3)
(District 2)
- Council Member Torres-Walker: 1) ; 2) ; 3)
(District 1)
- Council Member Freitas: 1) ; 2) ; 3)
(District 3)
- Council Member Wilson: 1) ; 2) ; 3)
(District 4)

FISCAL IMPACT

No fiscal impact is anticipated as there is no compensation for Standby Council Members.

DISCUSSION

Pursuant to State Law (California Government Code Sections 8635-8644), Article 6 of Title 2 of the Antioch Municipal Code provides for the appointment of Standby City Council Members “in the event of a declaration of emergency and a Council Member is unavailable due to being killed, missing or having an incapacitating injury.” The provision for Standby Council Members allows for the continuity of government in the event of a catastrophic emergency.

Each council member shall nominate three standby members and shall indicate the order of priority of each standby member. Consideration shall be given to places of residence

and work, so that the greatest probability of survivorship or availability shall exist. While not required, priority shall be given to city residents who are at least 18 years of age and are registered voters. The City Council shall then appoint the nominees as Standby Council Members.

Standby Council Members may become activated during a state of war emergency, a state of emergency or a declared local emergency. No standby member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council member's office absent a declared emergency shall not activate the standby member. The first priority standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including standby officers who are serving. If the first priority standby member is unavailable, the second priority shall serve, and so forth. Standby members shall serve at the pleasure of the governing body appointing them and may be removed and replaced at any time with or without cause.

The provision for standby council members allows for the continuity of government in the event of a catastrophic emergency. Standby council members are not activated in the event of a "regular" vacancy in a council seat.

ATTACHMENTS

- A. Antioch Municipal Code Ordinance No. 909-C-S (Standby Council Members)
- B. California Government Code sections 8635 – 8644

ORDINANCE NO. 909-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING ARTICLE 5 TO CHAPTER 1, TITLE 2 OF THE ANTIOCH
MUNICIPAL CODE, DEALING WITH THE TEMPORARY PRESIDING
OFFICER, AND ADDING ARTICLE 6 TO CHAPTER 1, TITLE 2
OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH
STANDBY MEMBERS OF THE CITY COUNCIL**

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

SECTION 1: Article 5 is hereby added to Chapter 1, Title 2 of the Antioch Municipal Code, to read as follows:

Article 5. TEMPORARY PRESIDING OFFICER

Sec. 2-1.501. Selection of temporary presiding officer.

In the event that a quorum is present at a City Council meeting, but both the Mayor and Mayor Pro Tempore are absent, the members of the Council who are present shall select a Temporary Presiding Officer to conduct the meeting. The Temporary Presiding Officer shall be selected as follows:

1. The Council member with the longest uninterrupted time of service on the City Council.
2. If more than one member has the same amount of uninterrupted time of service on the Council, then the members who are present shall draw lots to determine the temporary presiding officer.

SECTION 2: Article 6 is hereby added to Chapter 1, Title 2 of the Antioch Municipal Code, to read as follows:

Article 6. STANDBY COUNCIL MEMBERS

Sec. 2-1.601. Standby members authorized.

Standby members of the City Council are hereby authorized pursuant to the provisions of Government Code §§8636 - 8644.

Sec. 2-1.602. Appointment.

Following the initial appointment of Standby Council Members, Standby Members shall be appointed at the first regular Council meeting following the swearing-in of newly-elected members, and at such other times as are deemed appropriate. Each Council Member shall nominate three Standby members, and shall indicate the order of priority of each Standby member. Consideration shall be given to places of residence and work, so that the greatest probability of survivorship or availability shall exist. While not required, priority shall be given to Antioch residents who are at least 18 years of age and are registered voters. The City Council shall then appoint the nominees as Standby Council Members.

Sec. 2-1.603. Service of Standby Council Members.

Standby Council Members may become activated during a state of war emergency, a state of emergency or a declared local emergency. No Standby Member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council member's office absent a declared emergency shall not activate the Standby Member. The first priority Standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including standby officers who are serving. If the first priority Standby member is unavailable, then the second priority shall serve, and so forth. Standby members shall serve at the pleasure of the governing body appointing them, and may be removed and replaced at any time with or without cause.

Sec. 2-1.604. Filling of offices.

Upon Standby Members becoming activated, the City Council shall, if necessary, determine offices. In the event that both the Mayor and Mayor Pro Tempore shall be unavailable, then the remaining regular members of the Council shall determine the Temporary Presiding Officer as determined by Section 2-1.501. No Standby Member shall become Mayor or Temporary Presiding Officer if any of the regular Council members are available to fill such position, although the Standby Member shall continue to serve as a member of the governing body until the termination of the emergency, until the regular member becomes available, or until the regular member is replaced pursuant to provisions of state law.

Sec. 2-1.605. Functions and duties.

The functions and duties of Standby Members shall be as described in Government Code Section 8641, and successor legislation.

SECTION 3: 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 the Daily Ledger, a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at an adjourned regular meeting of the City Council of the City of Antioch, held on the 1st day of August, 1995, and passed and adopted at a regular meeting thereof, held on the 12th day of September, 1995.

AYES: Council Members Rocha, Rimbault, Payton, Hernandez, and Mayor Herendeen.

NOES: None.

ABSENT: None.


MAYOR OF THE CITY OF ANTIOCH

ATTEST:


CITY CLERK OF THE CITY OF ANTIOCH



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GOVERNMENT CODE - GOV

TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980] (Title 2 enacted by Stats. 1943, Ch. 134.)

DIVISION 1. GENERAL [8000 - 8899.95] (Division 1 enacted by Stats. 1943, Ch. 134.)

CHAPTER 7. California Emergency Services Act [8550 - 8669.87] (Chapter 7 added by Stats. 1970, Ch. 1454.)

ARTICLE 15. Preservation of Local Government [8635 - 8644] (Article 15 added by Stats. 1970, Ch. 1454.)

8635. The Legislature recognizes that if this state or nation were attacked by an enemy of the United States, many areas in California might be subjected to the effects of an enemy attack and some or all of these areas could be severely damaged. During such attacks and in the reconstruction period following such attacks, law and order must be preserved and so far as possible government services must be continued or restored. This can best be done by civil government. To help to preserve law and order and to continue or restore local services, it is essential that the local units of government continue to function.

In enacting this article the Legislature finds and declares that the preservation of local government in the event of enemy attack or in the event of a state of emergency or a local emergency is a matter of statewide concern. The interdependence of political subdivisions requires that, for their mutual preservation and for the protection of all the citizens of the State of California, all political subdivisions have the power to take the minimum precautions set forth in this article. The purpose of this article is to furnish a means by which the continued functioning of political subdivisions will be assured. Should any part of this article be in conflict with or inconsistent with any other part of this chapter, the provisions of this article shall control.

Nothing in this article shall prevent a city or county existing under a charter from amending said charter to provide for the preservation and continuation of its government in the event of a state of war emergency.

(Amended by Stats. 1974, Ch. 595.)

8636. As used in this article, "unavailable" means that an officer is either killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his duties. Any question as to whether a particular officer is unavailable shall be settled by the governing body of the political subdivision or any remaining available members of said body (including standby officers who are serving on such governing body).

(Added by Stats. 1970, Ch. 1454.)

8637. Each political subdivision may provide for the succession of officers who head departments having duties in the maintenance of law and order or in the furnishing of public services relating to health and safety.

(Added by Stats. 1970, Ch. 1454.)

8638. To provide for the continuance of the legislative and executive departments of the political subdivision during a state of war emergency or a state of emergency or a local emergency the governing body thereof shall have the power to appoint the following standby officers:

- (a) Three for each member of the governing body.
- (b) Three for the chief executive, if he is not a member of the governing body.

In case a standby office becomes vacant because of removal, death, resignation, or other cause, the governing body shall have the power to appoint another person to fill said office.

Standby officers shall be designated Nos. 1, 2, and 3 as the case may be.

(Amended by Stats. 1974, Ch. 595.)

8639. The qualifications of each standby officer should be carefully investigated, and the governing body may request the Director of Emergency Services to aid in the investigation of any prospective appointee. No examination or investigation shall be made without the consent of the prospective appointee.

Consideration shall be given to places of residence and work, so that for each office for which standby officers are appointed there shall be the greatest probability of survivorship. Standby officers may be residents or officers of a political subdivision other than that to which they are appointed as standby officers.

(Amended by Stats. 2013, Ch. 352, Sec. 176. (AB 1317) Effective September 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.)

8640. Each standby officer shall take the oath of office required for the officer occupying the office for which he stands by. Persons appointed as standby officers shall serve in their posts as standby officers at the pleasure of the governing body appointing them and may be removed and replaced at any time with or without cause.

(Added by Stats. 1970, Ch. 1454.)

8641. Each standby officer shall have the following duties:

- (a) To inform himself or herself of the duties of the office for which the officer stands by. Officers and employees of the political subdivision shall assist the standby officer and each political subdivision shall provide each standby officer with a copy of this article.
- (b) To keep informed of the business and affairs of the political subdivision to the extent necessary to enable the standby officer to fill his or her post competently. For this purpose the political subdivision may arrange information meetings and require attendance.
- (c) To immediately report himself or herself ready for duty in the event of a state of war emergency or in the event of a state of emergency or a local emergency at the place and in the method previously designated by the political subdivision.
- (d) To fill the post for which he or she has been appointed when the regular officer is unavailable during a state of war emergency, a state of emergency or a local emergency. Standby officers Nos. 2 and 3 shall substitute in succession for standby officer No. 1 in the same way that standby officer No. 1 is substituted in place of the regular officer. The standby officer shall serve until the regular officer becomes available or until the election or appointment of a new regular officer.

(Amended by Stats. 1992, Ch. 1020, Sec. 1.7. Effective January 1, 1993.)

8642. Whenever a state of war emergency a state of emergency or a local emergency exists the governing body of the political subdivision shall meet as soon as possible. The place of meeting need not be within the political subdivision. The meeting may be called by the chief

executive of the political subdivision or by a majority of the members of the governing body. Should there be only one member of the governing body, he may call and hold said meeting and perform acts necessary to reconstitute the governing body.

(Amended by Stats. 1974, Ch. 595.)

8643. During a state of war emergency a state of emergency or a local emergency the governing body shall:

(a) Ascertain the damage to the political subdivision and its personnel and property. For this purpose it shall have the power to issue subpoenas to compel the attendance of witnesses and the production of records.

(b) Proceed to reconstitute itself by filling vacancies until there are sufficient officers to form the largest quorum required by the law applicable to that political subdivision. Should only one member of the governing body or only one standby officer be available, that one shall have power to reconstitute the governing body.

(c) Proceed to reconstitute the political subdivision by appointment of qualified persons to fill vacancies.

(d) Proceed to perform its functions in the preservation of law and order and in the furnishing of local services.

(Amended by Stats. 1974, Ch. 595.)

8644. Should all members of the governing body, including all standby members, be unavailable, temporary officers shall be appointed to serve until a regular member or a standby member becomes available or until the election or appointment of a new regular or standby member. Temporary officers shall be appointed as follows:

(a) By the chairman of the board of supervisors of the county in which the political subdivision is located, and if he is unavailable,

(b) By the chairman of the board of supervisors of any other county within 150 miles of the political subdivision, beginning with the nearest and most populated county and going to the farthest and least populated, and if he is unavailable,

(c) By the mayor of any city within 150 miles of the political subdivision, beginning with the nearest and most populated city and going to the farthest and least populated.

(Added by Stats. 1970, Ch. 1454.)