



ANNOTATED AGENDA

Antioch City Council SPECIAL AND REGULAR MEETING

Date: **Tuesday, November 10, 2020**

Time: 5:00 P.M. – Closed Session

6:00 P.M. – Special Meeting/Study Session

7:00 P.M. – Regular Meeting

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

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

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

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

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

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

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

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

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

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

SPEAKERS' RULES

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

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

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

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

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

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

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

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

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

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

5:04 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *Council Members Wilson, Thorpe, Ogorchock & Mayor Wright (Motts arrived at 5:06 p.m.)*

PUBLIC COMMENTS for Closed Session

CLOSED SESSION:

No reportable action

1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
pursuant to California Government Code section 54956.9(d)(1) – Zeka Ranch One, LLC et al. v. City of Antioch et al., Contra Costa Superior Court Case Nos. N18-0228, N18-0229, N18-0231, and N18-0232.

6:00 P.M. ROLL CALL – SPECIAL MEETING/STUDY SESSION – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

STUDY SESSION

1. FISCAL YEAR 2020-21 BUDGET REVIEW AND CONSIDERATION OF MODIFICATIONS TO BUDGET ALLOCATIONS

Direction provided to Staff

Recommended Action: It is recommended that the City Council receive the Fiscal Year (FY) 2020-21 budget information and provide direction to staff.

PUBLIC COMMENT

6:35 P.M. MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION - *Approved, 5/0*

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

PLEDGE OF ALLEGIANCE

2. INTRODUCTION OF NEW CITY EMPLOYEES

3. PROCLAMATION

Approved, 5/0

- National Alzheimer’s Disease Awareness, November 2020

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS’ OVERSIGHT COMMITTEE
- PARKS AND RECREATION COMMISSION
- POLICE CRIME PREVENTION COMMISSION
- PLANNING COMMISSION

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR’S COMMENTS

4. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR OCTOBER 27, 2020

Approved, 5/0

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

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

CONSENT CALENDAR – Continued

- C.** RESOLUTION AUTHORIZING THE CITY COUNCIL TO ACCEPT SEGMENTS 1 AND 2 PARCELS OF RELINQUISHMENT 56137 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Reso. No 2020/163 approved, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting Segments 1 and 2 Parcels of Relinquishment 56137 from the State of California Department of Transportation.

- D.** CONSULTANT SERVICES AGREEMENT WITH HB CONSULTING GROUP, INC. SOLE SOURCE REQUEST, FOR PROJECT MANAGEMENT SERVICES DURING CONSTRUCTION AND CLOSE OUT OF THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

Reso. No 2020/164 approved, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute the Consultant Services Agreement with HB Consulting Group, Inc. for project management services through construction and close out of the Brackish Water Desalination Project, P.W. 694, for a total contract amount of \$370,000.

- E.** RESOLUTION APPROVING A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT FOR VINEYARDS PROMENADE AT SAND CREEK SUBDIVISION 9390 FROM GBN PARTNERS, LLC TO TRI PONTE HOMES, INC. AND HEARTHSTONE, LLC

Reso. No 2020/165 approved, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a Partial Assignment and Assumption Agreement for Vineyards Promenade at Sand Creek subdivision 9390 from GBN Partners, LLC to Tri Ponte Homes, Inc. and Hearthstone, LLC.

- F.** REJECTION OF CLAIMS: CHINA YOUNG, CLAUD'JANAE YOUNG, MIGUEL MINJARES, MONICA MEADORS-WASHINGTON, AND RAMONA MAYON

Claims rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claims submitted by China Young, Claud'janae Young, Miguel Minjares, Monica Meadors-Washington, and Ramona Mayon.

PUBLIC HEARING

5. Z-80-02 – APPEAL OF REVOCATION OF USE PERMIT FOR AUTOMOTIVE REPAIR SHOP AT 901 A STREET

Recommended Action: Staff recommends that the City Council take one of the following actions:

- 1) Adopt the Resolution Denying the Appeal and Upholding the Planning Commission Revocation of Use Permit Z-80-02;

OR

Reso. No 2020/166 approved as amended, 5/0

- 2) Adopt the Resolution Granting the Appeal and modifying Use Permit Z-80-02 to permit the continued operation of the Auto Repair-Major use with new operating conditions.

COUNCIL REGULAR AGENDA

6. CDBG-CV3 CARE FUND RECOMMENDATIONS AND SUBSTANTIAL AMENDMENT TO THE 2020-21 ACTION PLAN *(Continued from 10/27/20)*

Public Hearing continued to November 24th, 5/0

Recommended Action: It is recommended that the City Council open the public hearing, consider any public testimony, and then continue the public hearing to the November 24, 2020 City Council meeting.

7. RESOLUTION APPROVING THE PARK RIDGE SUBDIVISION “PARK” AND “VALERIANO AND GUISEPPINA JACUZZI KNOLLS OPEN SPACE” MASTER PLAN (P.W. 674)

Reso. No 2020/167 approved as amended, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Park Ridge Subdivision “Park” and “Valeriano and Guiseppina Jacuzzi Knolls Open Space” Master Plan.

PUBLIC COMMENT

STAFF COMMUNICATIONS

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


MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*
Motion to adjourn meeting at 8:19 p.m., 5/0



STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Fiscal Year 2020-21 Budget Review and Consideration of Modifications to Budget Allocations

RECOMMENDED ACTION

It is recommended that the City Council receive the Fiscal Year (FY) 2020-21 budget information and provide direction to staff.

FISCAL IMPACT

The fiscal impact is discussed in the next section.

DISCUSSION

A budget update was last provided to the City Council on August 25th, 2020. The purpose of this session is to update the City Council with unaudited preliminary closing numbers for June 30, 2020 and to discuss and obtain direction on the current FY 2020-21 budget.

JUNE 30, 2020 YEAR END

Closing figures for FY 2019-20 are more favorable than projected. This variance is due to higher than expected revenues and lower than anticipated expenditures. Revenues were \$2,992,845 higher than budgeted and expenditures were \$5,901,696 less than budgeted as of June 30, 2020. Notably, no transfer from the Budget Stabilization Fund was required to balance the FY 2019-20 budget. Instead, the sum of \$5,727,665 was deposited into the Budget Stabilization Fund. Major variances from the budget are outlined below.

2020 Revenues

Revenues were \$2,992,845 higher than projected due to many factors:

- \$975,398 more in sales taxes (including Measure C and Measure W).

- Approximately \$626,000 more in investment income/rents. This is mainly due to an adjustment to mark the City's investments to fair market value at June 30th as required by accounting pronouncements for financial reporting.
- Approximately \$195,000 grant/other agency revenue not predicted for a Police Department COVID grant and state mandated reimbursements.
- Approximately \$254,000 more in engineering inspection fees than projected.
- Approximately \$380,000 in monies collected for bad debt from prior years.
- Approximately \$106,000 more in cannabis revenues from the two operators in the City.
- Approximately \$285,000 more in business license tax revenues.
- Approximately \$170,000 more in other various miscellaneous revenue accounts.

2020 Expenses

Expenses were \$5,901,696 less than budgeted with the most significant variances from budgeted figures below:

- \$777,684 in salary savings for vacancies not yet filled or filled later in the fiscal year than predicted. Of this amount, \$385,620 is non-Police salary savings that fall under the City's one-time revenue policy. This amount is reflected as "Assigned" in General Fund reserves and City Council will need to decide how to allocate this money in the FY 2020-21 budget.
- \$3,537,366 is for purchase orders and other project budgets not spent by June 30th that need to be carried forward/re-appropriated into the FY 2020-21 budget. The amount is reflected as "Assigned" in General Fund reserves and included in the revised FY 2020-21 expenditure numbers in the Budget Summary table.
- Subsidy to the Animal Shelter was \$260,489 less than projected mainly due to vacancy savings realized at the Shelter.
- Subsidy to Recreation was \$126,832 less than projected due to the closure of recreation facilities as a result of the COVID-19 pandemic. Although Recreation experienced revenue losses, those were offset by the reduction in part time staffing for programs which were cancelled.
- Approximately \$399,000 unspent budget in Economic Development.
- \$120,000 in savings in County jail fees budgeted.
- Approximately \$318,000 unspent/unencumbered in Police equipment.
- Claims liability costs were approximately \$103,000 less than budgeted.

Refer to the budget table on page 5 for a complete summary of FY 2019-20 unaudited closing numbers.

FISCAL YEAR 2020-21

On August 25, 2020, the City Council was provided a budget update including updated sales tax and property tax projections. Since that time, departments have reviewed their FY 2019-20 budgets for outstanding purchase orders and other projects that need to be carried forward/re-appropriated into the new year and have evaluated any other budget amendments that need to be made. The following amendments are incorporated into the FY 2020-21 revised budget column in the Budget Summary Table.

- The adopted FY 2020-21 budget included an estimated 7% property tax increase based on new development coming on-line. The assessment roll released on August 10th revealed the City's property tax increase will only be 5.95% resulting in a reduction of \$270,196 in property tax revenues.
- Only July 28th, the City Council approved a federal SRO grant to fund six (6) SRO's up to a total of \$750,000 for a three-year period on the stipulation that AUSD pay for 50% of the unfunded cost. \$257,022 has been included in the revised FY 2020-21 budget with an offset in the cost of \$97,261 from AUSD and \$62,500 from the grant in the Budget Summary Table.
- The Police Department received a federal COVID grant. Approximately \$109,000 of the grant was used to reimburse FY 2019-20 expenditures, but there is \$51,833 remaining to reimburse FY 2020-21 expenditures. This amount is included in the revised FY 2020-21 revenues in the Budget Summary Table.
- The Police Department has been receiving grant funding from the County for the prior six years for AB109 that has been discontinued starting this fiscal year resulting in a loss of \$146,795 in recurring grant funding.
- \$688,596 in CARES Act funding for COVID-19 expenses has been added to the revised revenues.
- The Police Department received two federal grants totaling \$78,000 under the STEP and TRIP programs that are included in the FY 2020-21 revenue budget in the Budget Summary Table.
- The City previously approved a sales tax reimbursement agreement with Tom Nokes for the expansion of his Nokes Auto Dealership which did not come to fruition. The FY 2020-21 revised budget in the Budget Summary Table reflects a \$200,000 reduction in estimated sales tax generated by the expansion as well as a \$250,000 reduction in expenses for the sales tax reimbursement share that was to be provided to Tom Nokes under the agreement.

- \$350,000 was added as a transfer of funds to the City Hall Modification Capital Improvement Project. Existing funding totals \$750,000 but the project estimate is coming in at \$1.1M, therefore additional funding is needed.
- There is \$385,620 in FY 2019-20 salary savings for the City Council to allocate to projects. This has been included in the Budget Summary Table.
- \$900,000 has been added to revenues to increase the projected Cannabis Fees to be collected.
- The City had a Cost Allocation Plan completed in 2018 to determine the cost of General Fund and other internal services to allocate out to other funds. An update was performed this year and the revised figures are included in the Budget Summary Table.

Prior information provided to the City Council projected a 20% decline in sales tax revenues based on statewide trends because City specific information was not yet available. In late September 2020, the City's consultant re-evaluated sales tax forecasts based on submitted tax return information and payments specific to the City of Antioch. A more nuanced review has since been performed and sales tax revenues are not being adjusted at this time. While current forecasts still predict a small decline (approximately \$300,000 for this fiscal year), sales tax payments received to date thus far have negated this decline. Staff does not recommend reducing revenue projections at this time and will continue to closely monitor State of California payments.

Budget Summary

The next table reflects a summary of the unaudited FY 2019-20 actuals, current FY 2020-21 budget and the FY 2020-21 revised budget incorporating amendments that will be requested at the next City Council meeting.

FY 2019-20 unaudited closing numbers demonstrate that the City has met its reserve policy guidelines of maintaining at least 20% of unassigned fund balance. The sum of \$5,727,665 was transferred into the Budget Stabilization Fund, closing the year with a balanced General Fund budget. The FY 2020-21 revised budget column in the table reflects all proposed amendments outlined prior. As a result of the amendments, the amount needed to be transferred in from the Budget Stabilization Fund is increasing to \$5,462,582 to balance the budget (revenue=expenditure). However, it is important to point out that \$3,537,366 of this amount is due to unspent purchase orders and projects outstanding at June 30, 2020 which resulted in savings to last budget year. This leaves the true deficit spending figure at \$1,925,216 for this fiscal year.

Budget Summary

	2019-20 Unaudited	2020-21 Budget	2020-21 Revised
Beginning Balance, July 1	\$23,959,863	\$23,959,863	\$23,959,863
Revenue Source:			
Taxes	46,103,045	46,745,821	46,295,625
1% Sales Tax	15,582,340	15,702,000	15,702,000
Taxes – Measure C	120,468	0	0
Licenses & Permits	1,789,033	1,280,000	1,280,000
Fines & Penalties	102,481	118,000	118,000
Investment Income & Rentals	1,196,374	575,000	575,000
Revenue from Other Agencies	563,970	444,622	1,220,190
Current Service Charges	3,423,990	4,725,091	5,625,091
Other Revenue	1,537,289	617,800	617,800
Transfers In	3,562,496	3,609,079	3,719,079
Total Revenue	73,981,486	73,817,413	75,152,785
Expenditures:			
One-Time Revenue Projects	0	0	385,620
Legislative & Administrative	3,704,072	5,384,746	5,979,824
Finance	1,338,657	1,801,077	1,822,189
Nondepartmental	4,516,704	3,352,104	4,177,807
Public Works	8,553,209	9,517,309	10,603,879
Police Services	41,998,269	46,222,932	47,249,262
Police Services-Animal Support	1,247,180	1,812,617	1,812,617
Recreation/Community Svs.	2,715,382	3,200,806	3,235,085
Community Development	4,180,348	5,067,659	5,349,084
Total Expenditures	68,253,821	76,359,250	80,615,367
Budget Stabilization Transfer Out (In)	(5,727,665)	2,266,837*	5,462,582
Surplus/(Deficit)	0	(275,000)*	0
Ending Balance, June 30	\$23,959,863	\$23,684,863	\$23,959,863
Committed-Comp. Absences	128,677	153,654	153,654
Committed-Litigation Reserve	300,000	500,000	500,000
Committed-Comm. Dev. Fees	714,202	862,202	862,202
Assigned-Encumbrances & Projects	3,537,366	0	0
Unassigned Fund Balance	\$19,279,618	\$22,169,007	\$22,444,007
Percentage of Revenue	26.06%	30.03%	29.86%

*Amount of budget stabilization transfer established with adopted budget. Amendments to FY21 since that time did not amend the budget stabilization transfer.

OTHER BUDGET CONSIDERATION

The City Council previously considered enhancing the parking enforcement contract. Staff direction at that time was for the topic to return to a future budget discussion. An increase of 40 hours per week is estimated to cost \$65,575 with the potential increase in parking fines of \$40,000 for a net budget impact of \$25,575. This has not been included in the Budget Summary Table. City Council direction is needed on whether to proceed and include this change as a budget amendment.

ONE TIME REVENUES

\$385,620 is currently available for the City Council to consider allocating to one-time projects. The table below includes items proposed by City departments, in addition to suggestions which may be presented by the City Council.

Project	Cost	Additional Details
Unfunded liabilities	\$385,620	
Police body cameras – year 1	\$226,000	\$243,000/yr in yrs 2-5
Police Peregrin Software Technology	\$341,000	3 year cost is \$381,000; PD has \$40,000 in FY21 budget to offset (A)
Recreation – Water Park repairs	\$100,000	(B)
Median enhancements- Wilbur from Marie Ave to BNSF over-crossing	\$385,620	
City surplus property assessment	\$75,000	(C)

(A) Provides an advanced platform offering a single point of access to view and analyze large-scale real-time data from various data sources. Provides data integration, advanced research and analytics, secure information sharing and collaboration and eFiling of criminal cases with DA's office.

(B) Various health, safety and structural repairs with the highest priority items being:

- a. Repair leak in multipurpose room roof;
- b. Install permanent gate for tool area at side of tad pool;
- c. Deck resurfacing between the splash area and sport pool area;
- d. Replace or install new shower control in women's shower area;
- e. Repair outdoor shower area in lap pool area

(C) Hire consultant to catalog all City-owned assets to determine development potential and comply with AB 1255 requirement for all cities to report surplus and excess land to HCD by April 1, 2021.

NEXT STEPS

Direction from this study session will be incorporated into a formal budget action item at the November 24th City Council meeting.

ATTACHMENT

- A. General Fund Projections

GENERAL FUND PROJECTIONS - NOVEMBER 10, 2020


	2020-21	2021-22	2022-23	2023-24	2024-25
Beginning Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$22,528,384
Taxes	46,295,625	47,742,142	49,161,711	50,622,681	52,151,105
1% Sales Tax	15,702,000	16,145,088	16,804,150	17,466,346	18,093,839
Services Charges/Permits	6,905,091	5,670,696	5,713,274	5,761,746	5,804,720
All Other Revenues	2,530,990	2,539,732	2,333,537	2,015,824	1,306,800
Transfers In	3,719,079	3,721,282	3,872,890	4,029,664	4,183,070
Total Revenues	75,152,785	75,818,940	77,885,562	79,896,261	81,539,534
% Change		1%	3%	3%	2%
Personnel	54,718,908	57,216,669	60,509,794	63,204,672	65,817,425
Services/Supplies/Transfers	25,896,459	22,448,738	23,072,542	23,833,382	24,833,419
Total Expenditures	80,615,367	79,665,407	83,582,336	87,038,054	90,650,844
% Change		-1%	5%	4%	4%
Transfer From Budget Stabilization	5,462,582	3,846,467	5,696,774	5,710,314	-
Surplus/(Deficit)	-	-	-	(1,431,479)	(9,111,310)
Ending Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$22,528,384	\$13,417,074
Committed	1,515,856	1,662,602	1,815,450	1,970,795	2,128,687
Unassigned	\$22,444,007	\$22,297,261	\$22,144,413	\$20,557,589	\$11,288,387
Unassigned %	29.86%	29.41%	30.68%	27.71%	13.84%



INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

➤ Police Chief Tammany Brooks would like to introduce:

- Erick Chavez, Police Officer
 - Steven Miller, Police Officer
 - Nicco Pedreira, Police Officer
 - Daniel Navarrette, Police Officer
-

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

- Chris Molina, Water Treatment Operator
 - Zachary Hylton, Senior Water Treatment Operator
 - Ronald Chandra, Operations Supervisor
-

➤ Finance Director Dawn Merchant would like to introduce:

- Patricia Ricks, Customer Service Representative



***NATIONAL ALZHEIMER'S DISEASE AWARENESS
NOVEMBER 2020***

WHEREAS, Alzheimer's is a form of dementia that attacks brain cells, diminishes a person's memory and becomes fatal over time;

WHEREAS, throughout the month of November, we come together as a community to pledge our deepest support for residents living with Alzheimer's disease and their caregivers;

WHEREAS, we remember the family and friends we have lost to Alzheimer's disease and remain dedicated to supporting our health care providers, and their efforts in researching a cure;

WHEREAS, the Antioch Senior Center connects families to resources and provides friendship, services and programs for older adults fighting Alzheimer's; and

WHEREAS, community partners such as Bedford Center, Elderly Wish Foundation, Meals on Wheels, Antioch Senior Citizen's Club and Contra Costa County ensure that resources are available throughout the year to support quality of life efforts for all seniors.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim November 2020, as "National Alzheimer's Disease Awareness Month" and the beginning of a year-long kick-off to increase Alzheimer's Awareness. All residents are encouraged to contact the Antioch Senior Center and learn everything they can about Alzheimer's disease in order to improve the lives of patients, their caregivers, and their families.

NOVEMBER 10, 2020

SEAN WRIGHT, Mayor

BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

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

EXTENDED DEADLINE DATE: 11/13/2020

- **PARKS AND RECREATION COMMISSION**
-

DEADLINE DATE: 11/13/2020

- **POLICE CRIME PREVENTION COMMISSION**
-

EXTENDED DEADLINE DATE: 12/04/2020

- **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**
-

DEADLINE DATE: 12/04/2020

- **PLANNING COMMISSION**
-

Your interest and desire to serve our community is appreciated.

PARKS AND RECREATION COMMISSION

(Extended Deadline date: 11/13/20)

Two (2) Commissioners, 4-year term vacancies, expiring March 2024

- Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.
- Must be a resident of the City of Antioch.
- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.
- 7 member board – 4 year terms. These terms expire March 2024.
- Meetings are held the third Thursday of every month at 7:00 p.m.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

POLICE CRIME PREVENTION COMMISSION

(Deadline date: 11/13/20)

One (1) Commissioner 4-year term vacancy, expiring October 2024

- The Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and makes reports on programs, which might be initiated to help the Police Department and the citizens create a safer community.
- Commissioners are involved in public presentations, coordination of Neighborhood Watch groups and programs, and special community events.
- The commission consists of seven members who serve a 4-year term. Applicants cannot be a full-time police officer.
- The Police Crime Prevention Commission meets on the 3rd Monday of each month at 7:00 p.m. in the Police Department Community Room at 300 L Street.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(Extended Deadline date: 12/04/20)

Three (3) Committee Members, 4-year term vacancies, expiring March 2024

One (1) Committee Member, partial-term vacancy, expiring March 2022

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax. This passed at the November 5, 2013 Consolidated Election. At the November 6, 2018 Consolidated Election, the voters passed Ballot Measure W – Transaction and Use (Sales) Tax.
- Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.
- The Committee shall meet at least twice a year. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be nominated by the Mayor and approved by the City Council.
- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".

- The Commissioners makes decisions and recommendations to the City Council on land use, zoning and General Plan issues.
- Must be a resident of the City of Antioch.
- Meetings are held the first and third Wednesday of each month at 6:30 p.m. in the Council Chamber
- 7 member board – 4 year terms. This full-term vacancy will expire October 2024.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

October 27, 2020
Meeting Conducted Remotely

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

6:15 P.M. - CLOSED SESSION

1. **CONFERENCE WITH REAL LABOR NEGOTIATORS** This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Jeff Bailey; Employee organization: Treatment Plant Employees' Association (TPEA).

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, direction given to staff.

Mayor Wright called the meeting to order at 7:01 P.M., and City Clerk Simonsen called the roll.

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

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

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Geneva Moss representing Antioch Libraries, announced the following events:

- Free Comic Book Days October 24 -31, 2020, at the Antioch Library 501 W 18th Street.
- Live Story Time Streamed for ages 0-3 on Wednesdays at 10:00 A.M. on the Antioch Library Facebook page.

- Free Printing and Scanning at the Antioch Library 501 W 18th Street.
- Live events via zoom available on the Antioch Library Facebook page or through the Contra Costa County Library YouTube page.

She announced that they were working toward reopening to the public by providing safety measures to address Covid-19 protocols. Contact information was provided.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Sales Tax Citizens' Oversight Committee: Four (4) vacancies: deadline date is October 30, 2020
- Parks and Recreation Commission: Two (2) vacancies: deadline date is November 13, 2020
- Police Crime Prevention Commission: One (1) vacancy: deadline date is November 13, 2020

He reported applications would be available online at the City's website.

PUBLIC COMMENTS

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Nicole Cedano expressed concern regarding comments made by a City Council candidate.

City Clerk Simonsen announced that Councilmember Motts arrived at 7:13 P.M.

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

Dwayne Eubanks, Antioch resident, provided written comment clarifying that the Antioch Historical Society had no easements to the mural at 4th and "G" Streets and they were not in a position to participate in funding remediation work. He encouraged the City to contact the property manager of the building as she moved forward with disposition of the building.

Anonymous, Antioch resident, provided written comment expressing concern regarding bed bug issues at their Section 8 housing complex and asking the City's assistance.

Audrey Davis, Antioch resident, provided written comment expressing concern that the City had not moved forward with holding community forums on Police Reforms.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson announced that Tri Delta Transit would be meeting on October 28, 2020. She reported on her attendance at the Waterfront Committee and noted this item would be discussed in detail during agenda item #3 this evening.

Councilmember Ogorchock reported on her attendance at the League of California Cities Division meeting.

Councilmember Thorpe announced he would be participating in the Tri Delta Transit meeting on October 28, 2020.

Councilmember Motts apologized for being late this evening noting that she had difficulty connecting to the meeting. She stated she would report out on the Waterfront Committee during agenda item #3.

MAYOR'S COMMENTS

Mayor Wright encouraged everyone to vote.

1. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR OCTOBER 13, 2020

B. APPROVAL OF COUNCIL WARRANTS

C. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2020

D. ORDINANCE NO. 2191-C-S SECOND READING – PROPOSED AMENDMENTS TO THE CANNABIS BUSINESS ORDINANCE (ANTIOCH MUNICIPAL CODE SECTIONS 9-5.203, 9-5.3845) ADDING A DEFINITION OF COMMERCIAL CANNABIS USE, REPLACING DEVELOPMENT AGREEMENT WITH OPERATING AGREEMENT, AND SPECIFYING MINIMUM CONDITIONS OF AN OPERATING AGREEMENT (*Introduced on 10/13/20*)

E. UPDATE ON THE CITY OF ANTIOCH GROUNDWATER SUSTAINABILITY AGENCY AND THE DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE EAST CONTRA COSTA COUNTY SUBBASIN (P.W. 704-3)

F. RESOLUTION NO. 2020/159 CONSIDERATION OF BIDS FOR THE HILLCREST AND DONLON BOOSTER PUMPING STATION IMPROVEMENTS (P.W. 477-BP2)

G. RESOLUTION NO. 2020/160 SEVENTH AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH BROWN AND CALDWELL, INC. FOR THE HILLCREST AND DONLON BOOSTER PUMP STATION UPGRADES (P.W. 477-BP2)

- H. **RESOLUTION NO. 2020/161 APPROVING AN AGREEMENT WITH DELTA DIABLO RELATED TO OPERATION AND MAINTENANCE OF DISCHARGE FACILITIES FOR THE BRACKISH WATER DESALINATION PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT (P.W. 694)**
- I. **RESOLUTION NO. 2020/162 FIRST AMENDMENT TO THE AGREEMENT WITH EIDIM AV TECHNOLOGY FOR THE CITY HALL COUNCIL CHAMBERS REMODEL (AUDIO-VIDEO COMMUNICATIONS) (P.W. 247-P1)**

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously approved the Council Consent Calendar.

COUNCIL REGULAR AGENDA

2. CDBG-CV3 CARE FUND RECOMMENDATIONS AND SUBSTANTIAL AMENDMENT TO 2020-21 ACTION PLAN

City Manager Bernal introduced Regular Agenda Item #2.

Director of Community Development Ebbs reported that they had received late information regarding this agenda item that would enable staff to make a more informed recommendation. He recommended Council receive public comment on this item and continue agenda Item #2 to the November 10, 2020 City Council meeting so that they could explore further options for providing funding for legal services related to evictions.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Christine Clark representing East County Regional Group (ECRG), reported that 90% of their members lost work due to COVID-19 and many were ineligible for unemployment which presented a potential evictions crisis. She thanked the City Council for considering investing in legal representation for families facing an eviction and asked they increase their investment in legal representation for eviction defense. She also requested the City Council allocate funds for organizations that could provide multilingual legal services and rental assistance.

Marianna Moore, Senior Director of Insuring Opportunity, thanked the City Council for adopting the eviction moratorium and considering allocating CDBG funds for tenant relief. She discussed those at risk of eviction due to the pandemic. She encouraged Council to research AB3088 and suggested funds for the rental assistance program be dedicated to assisting tenants in paying a portion of their back owed rent to prevent them from being evicted. She thanked CDBG/Housing Consultant House for her comments and spoke in support of Ms. Clark's public comments.

On motion by Councilmember Ogorchock, seconded by Councilmember Motts the City Council unanimously continued agenda item #2 to November 10, 2020.

3. WATERFRONT REVITALIZATION COMMITTEE RECOMMENDATIONS TO CITY COUNCIL

City Manager Bernal presented the staff report dated October 27, 2020 recommending the City Council: 1) Receive an update from Committee members of the Waterfront Revitalization Committee on their committee activities. 2) Direct staff on how to proceed with the recommended actions.

Councilmember Motts reported that the Waterfront Revitalization Committee had met with stakeholders to discuss various programs to enhance economic development downtown. She stated following those discussions, the Committee recommended directing staff to come back to Council with proposals for the installation of speed tables along 2nd Street and the creation of a Waterfront Dining District.

Councilmember Wilson reported on her attendance at the Waterfront Revitalization Committee meeting.

Councilmember Ogorchock stated that she would like more information prior to considering the Committee's recommendations.

Councilmember Motts responded that they were looking for consensus of Council to direct staff to come back with a proposal for creating a dining district and a cost analysis for the installation of speed tables along 2nd Street.

Following discussion, Council consensus directed staff to proceed with proposals for the creation of a dining district and a cost analysis for the installation of speed tables downtown.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal announced the City had secured a facilitator for the "Bridging the Gap" round table discussions which would begin in December.

COUNCIL COMMUNICATIONS

Councilmember Motts requested staff agendaize consideration of the disposition of Beede Lumber Yard property.

Councilmember Ogorchock asked for an update regarding her request to agendaize consideration of a moratorium on Charter Schools. She also requested staff agendaize consideration of a Business License Tax Grant Program to provide more assistance to small businesses.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Motts the City Council unanimously adjourned the meeting at 7:33 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk



CLAIMS BY FUND REPORT
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100 General Fund
Non Departmental

00390692	AMERICAN TOWERS LLC	DEPOSIT REFUND	2,000.00
00390697	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00390717	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00390719	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	122,790.81
00390720	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE CHARGES	606,959.00
00390729	DEPT OF CONSERVATION	SMIP FEES REMITTANCE	10,457.56
00390734	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	617,281.90
00390735	ECO SYSTEMS HEATING AND AIR	SMIP FEE REFUND	1.53
00390738	EXTENET SYSTEMS INC	CBSC FEE REFUND	16.90
00390739	FCS INTERNATIONAL INC	CONSULTING SERVICES	43,667.00
00390753	LINA	PAYROLL DEDUCTIONS	3,987.49
00390757	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,253.30
00390758	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	962.00
00390764	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,900.00
00390766	PARS	PAYROLL DEDUCTIONS	3,969.27
00390767	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00390775	SCHWANS HOME SERVICES INC	SB1186 STATE FEE REFUND	4.00
00390780	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00390781	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00390782	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	238.98
00390791	AFLAC	INSURANCE PREMIUM	5,692.79
00390800	ARCHON ENERGY SOLUTIONS	CBSC FEE REFUND	2.97
00390828	DELTA DENTAL	PAYROLL DEDUCTIONS	43,768.54
00390835	FCS INTERNATIONAL INC	PROFESSIONAL SERVICES	21,900.00
00390856	MEADS, KORINA M	EFT REPLACEMENT	220.00
00390861	NEXUS ENERGY SYSTEMS	CBSC FEE REFUND	1.50
00390866	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	12,174.91
00938075	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	880.00
00938076	APOA	PAYROLL DEDUCTIONS	22,313.52
00938077	APWEA	PAYROLL DEDUCTIONS	4,051.39
00938088	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	40,076.95
00938091	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,390.47
00938092	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	26,637.83
00938101	LSA ASSOCIATES INC	PROFESSIONAL SERVICES	19,609.28
City Attorney			
00390804	ATKINSON ANDELSON LOYA RUUD	LEGAL SERVICES RENDERED	26,360.14
00390810	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	19,285.24
00390818	COLE HUBER LLP	LEGAL SERVICES RENDERED	1,686.54
00390819	COLE HUBER LLP	LEGAL SERVICES RENDERED	9,691.76
00390847	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	666.00
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	26.42
00390885	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	642.50
00390891	VERIZON WIRELESS	DATA SERVICES	51.67
00938094	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
City Manager			
00390705	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,483.30



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00390811	BIG SKY LOGOS AND EMBROIDERY	LOGO ATTIRE	246.52
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	83.97
00390891	VERIZON WIRELESS	DATA SERVICES	89.68
00938094	CANON FINANCIAL SERVICES	COPIER LEASE	98.90
City Clerk			
00390761	NETFILE	FPPC FORM FILINGS	10,000.00
00390807	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	426.08
00390834	EIDEN, KITTY J	MINUTES CLERK	200.00
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	230.05
Human Resources			
00390705	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	38.83
00390722	CREATIVE SUPPORTS INC	ERGO EQUIPMENT	988.84
00390749	IEDA INC	PROFESSIONAL SERVICES	5,056.33
00390773	SACKS RICKETTS AND CASE LLP	PROFESSIONAL SERVICES	1,825.00
00390784	TERI BLACK AND COMPANY LLC	PROFESSIONAL SERVICES	4,798.27
00390807	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.10
00390851	KOFF AND ASSOCIATES INC	PROFESSIONAL SERVICES	600.00
Economic Development			
00390703	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	112.34
00390777	SIERRA DISPLAY INC	HOLIDAY TREE & BANNERS	6,860.00
00390884	TEAMCALIFORNIA ECONOMIC DEV.	MEMBERSHIP	2,500.00
00390891	VERIZON WIRELESS	DATA SERVICES	51.67
00938094	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
Finance Accounting			
00390751	KOA HILLS CONSULTING LLC	PROFESSIONAL SERVICES	131.25
Non Departmental			
00390775	SCHWANS HOME SERVICES INC	BUSINESS LICENSE TAX REFUND	340.00
00938103	MUNISERVICES LLC	SUTA SERVICES	7,114.43
00938174	RETIREE	MEDICAL AFTER RETIREMENT	1,820.54
Public Works Street Maintenance			
00390695	ANTIOCH ACE HARDWARE	SUPPLIES	54.37
00390696	ANTIOCH AUTO PARTS	AUTO PARTS	81.70
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	615.80
00390710	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	3,480.00
00390725	CRYSTAL CLEAR LOGOS INC	UNIFORMS	252.04
00390742	FLINT TRADING INC	SUPPLIES	260.85
00390779	SPRAYTEC	REPAIR SERVICE	1,076.17
00390788	VISIONS RECYCLING INC	SOUND WALL PAINT	3,295.45
00390798	ANTIOCH BUILDING MATERIALS	ASPHALT	27,129.62
00390814	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	2,650.00
00390829	DELTA GRINDING CO INC	ASPHALT GRINDER	3,550.00
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	30.01
00938083	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,973.82
00938098	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,276.67
Public Works-Signal/Street Lights			
00390688	AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	8,629.57
00390849	KIS	PROFESSIONAL SERVICES	225.00
00938095	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	17,698.50



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00938098	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	844.15
Public Works-Facilities Maintenance			
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,573.35
00390723	CROMER EQUIPMENT	EQUIPMENT RENTAL	1,292.05
00390748	HONEYWELL INTERNATIONAL INC	REPAIR SERVICES	1,663.20
00938086	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,600.00
00938097	HAMMONS SUPPLY COMPANY	SUPPLIES	529.85
Public Works-Parks Maint			
00938078	DEL CONTES LANDSCAPING INC	PARK MAINTENANCE	136,750.00
Public Works-Median/General Land			
00390694	ANTIOCH ACE HARDWARE	SUPPLIES	63.30
00390695	ANTIOCH ACE HARDWARE	SUPPLIES	27.51
00390771	ROBERTS AND BRUNE CO	PIPE FITTINGS	64.39
00390796	ANTIOCH ACE HARDWARE	SUPPLIES	39.31
00390894	WATERSAVERS IRRIGATION	IRRIGATION PARTS	2,521.25
Police Administration			
00390686	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	2,133.12
00390702	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,368.99
00390709	BROWNELLS INC	HEARING PROTECTION	976.20
00390712	CHANG, THEODORE	EXPENSE REIMBURSEMENT	350.00
00390718	CONTRA COSTA FIRE EQUIPMENT	INSPECTION SERVICES	1,245.45
00390726	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,606.41
00390727	CRYSTAL CLEAR LOGOS INC	UNIFORMS	627.62
00390731	DUFF, RYAN JAMES	TRAINING PER DIEM	198.00
00390736	EIDEN, KITTY J	MINUTES CLERK	150.00
00390743	GALLS LLC	UNIFORM	207.56
00390752	LC ACTION POLICE SUPPLY	EQUIPMENT	255.37
00390762	OCCUPATIONAL HEALTH CENTERS CA	MEDICAL EXAM	1,229.50
00390763	OFFICE DEPOT INC	OFFICE SUPPLIES	123.14
00390768	PRIETO, CALVIN GEOVANI	TRAINING PER DIEM	660.00
00390772	RODRIGUEZ, ANDREA ALEJANDRA	TRAINING PER DIEM	660.00
00390774	SCHMIDT AND BENDER	RIFLE OPTICS	2,818.00
00390790	ADAMSON POLICE PRODUCTS	SUPPLIES	22.95
00390808	BARNETT MEDICAL SERVICES INC	SUPPLIES	110.00
00390813	BUSHBY, BRANDON MATTHEW	MEAL ALLOWANCE	276.00
00390826	CORTEZ, ANA E	EXPENSE REIMBURSEMENT	91.18
00390827	CSI FORENSIC SUPPLY	EQUIPMENT	107.88
00390828	DELTA DENTAL	INSURANCE PREMIUM	124.36
00390830	DONLEAVY, JOSEPH CARTER	EXPENSE REIMBURSEMENT	240.27
00390833	ED JONES CO INC	BADGES/UNIFORMS	1,552.15
00390838	GALLS LLC	EQUIPMENT	798.10
00390840	GOODALE, JAMIE	EXPENSE REIMBURSEMENT	76.99
00390852	KUSTOM SIGNALS INC	SMART RADAR TRAILER	13,208.95
00390854	LEXISNEXIS	SUBSCRIPTION SERVICES	252.50
00390857	MENDES, TARRA L	EXPENSE REIMBURSEMENT	130.31
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	924.62
00390873	SHRED IT INC	SHREDDING SERVICES	696.28
00390879	STATE OF CALIFORNIA	BACKGROUND SERVICES	98.00



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00938087	MOBILE MINI LLC	EVIDENCE STORAGE	160.81
00938094	CANON FINANCIAL SERVICES	COPIER LEASE	1,907.18
00938102	MOBILE MINI LLC	EVIDENCE STORAGE	129.38
Police Community Policing			
00390700	ARK PET HOSPITAL INC, THE	CANINE PROGRAM	84.37
00390702	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	205.00
00390728	D TAC K9 LLC	K9 MAINTENANCE TRAINING	5,500.00
00390754	MARTIN, RICHARD B	GAS REIMBURSEMENT	37.00
00390755	METRO MOBILE EQUIPMENT	EQUIPMENT	1,440.67
00390801	ARK PET HOSPITAL INC, THE	VET	116.40
00390828	DELTA DENTAL	INSURANCE PREMIUM	124.66
00390858	METRO MOBILE EQUIPMENT	EQUIPMENT	1,440.67
Police Investigations			
00390730	DS WATERS OF AMERICA	WATER SERVICES	196.60
00390776	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	2,555.00
00390803	AT AND T MCI	CELL ANALYSIS	300.00
00390823	CONTRA COSTA COUNTY	LAB FEES	4,659.69
00390871	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	13,700.00
00390872	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	3,900.00
00390875	SPRINT	DISCOVERY SERVICES	100.00
00390876	SPRINT	DISCOVERY SERVICES	100.00
00390882	T MOBILE USA INC	DISCOVERY SERVICES	551.00
Police Special Operations Unit			
00390888	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE PROGRAM	599.36
Police Communications			
00390787	VERIZON WIRELESS	PATROL VEHICLE MODEMS	2,774.73
00390791	AFLAC	INSURANCE PREMIUM	261.17
00390828	DELTA DENTAL	INSURANCE PREMIUM	178.59
Office Of Emergency Management			
00390865	PARKINK	CITY FACE MASKS	4,999.95
Police Facilities Maintenance			
00390711	CAMALI CORP	BATTERY BACK UP	4,347.00
00938086	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,725.00
Community Development Land Planning Services			
00390701	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	300.00
00390735	ECO SYSTEMS HEATING AND AIR	GP MAINT FEE REFUND	9.39
00390738	EXTENET SYSTEMS INC	GP MAINT FEE REFUND	62.60
00390800	ARCHON ENERGY SOLUTIONS	GP MAINT FEE REFUND	17.99
00390861	NEXUS ENERGY SYSTEMS	GP MAINT FEE REFUND	7.83
CD Code Enforcement			
00390701	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,253.21
00390724	CRYSTAL CLEAR LOGOS INC	UNIFORMS	61.18
00390806	BADGEANDWALLET.COM	UNIFORMS	1,136.00
00390877	STAMM ENTERPRISES, LTD	STORAGE	1,175.00
PW Engineer Land Development			
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	421.39
00938094	CANON FINANCIAL SERVICES	COPIER LEASE	98.89



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Community Development Building Inspection

00390701	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	243.57
00390735	ECO SYSTEMS HEATING AND AIR	ENERGY INSP FEE REFUND	157.83
00390738	EXTENET SYSTEMS INC	ACCESSIBILITY FEE REFUND	1,327.20
00390800	ARCHON ENERGY SOLUTIONS	TECHNOLOGY FEE REFUND	302.25
00390861	NEXUS ENERGY SYSTEMS	80% BLDG PERMIT FEE REFUND	246.42
00390863	OFFICE TEAM	TEMP SERVICES	4,194.42

Capital Imp. Administration

00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	128.03
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205 CARES Act Fund

Non Departmental

00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	321.12
00390713	COLE SUPPLY CO INC	SUPPLIES	2,693.50
00390794	ALTA FENCE	INSTALLATION SERVICES	4,326.50
00938081	EVVIVA BRANDS LLC	COVID DIGITAL AD	850.00

212 CDBG Fund

CDBG

00390825	CCC SENIOR LEGAL SERVICES	CDBG SERVICES	2,597.69
00938082	HOUSE, TERI	CDBG SERVICES	7,522.50

CDBG NSP

00938082	HOUSE, TERI	CONSULTING SERVICES	340.00
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CDBG-CV

00938082	HOUSE, TERI	CONSULTING SERVICES	892.50
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213 Gas Tax Fund

Streets

00390684	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENT	7,680.00
00390843	HARRIS AND ASSOCIATES INC	CONSULTING SERVICES	380.00

214 Animal Control Fund

Animal Control

00390732	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	570.04
00390747	HILLS PET NUTRITION	SUPPLIES	241.16
00390759	MWI VETERINARY SUPPLY CO	SUPPLIES	232.02
00390792	AIRGAS USA LLC	OXYGEN	58.01
00390828	DELTA DENTAL	INSURANCE PREMIUM	89.29
00390832	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,131.67
00390844	HILLS PET NUTRITION	SUPPLIES	313.61
00390859	MWI VETERINARY SUPPLY CO	SUPPLIES	371.11
00390878	STARLINE SUPPLY COMPANY	SUPPLIES	487.50
00390887	TONY LA RUSSA'S ANIMAL RESCUE	SAFETY NET	70.00
00390897	ZOETIS LLC	SUPPLIES	78.85
00938099	IDEXX LABORATORIES INC	SUPPLIES	103.87
00938102	MOBILE MINI LLC	STORAGE	702.24

219 Recreation Fund

Nick Rodriguez Community Cent

00390693	AMS DOT NET INC	COMPUTER EQUIPMENT	792.94
00938086	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

Senior Programs

00390791	AFLAC	INSURANCE PREMIUM	113.16
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00390828	DELTA DENTAL	INSURANCE PREMIUM	178.59
00938086	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2.00
Recreation Sports Programs			
00390828	DELTA DENTAL	INSURANCE PREMIUM	124.36
Recreation-Comm Center			
00390706	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	266.08
00390820	COLE SUPPLY CO INC	SUPPLIES	631.69
00390855	MCFARLAN, LARRY	DEPOSIT REFUND	414.00
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	16.70
00938078	DEL CONTES LANDSCAPING INC	PARK MAINTENANCE	5,365.00
Recreation Water Park			
00390706	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	119.88
00390785	UNIVAR SOLUTIONS USA INC	CHEMICALS	951.05
00390820	COLE SUPPLY CO INC	SUPPLIES	109.25
00390821	COMCAST	CONNECTION SERVICES	48.59
00390822	COMMERCIAL POOL SYSTEMS INC	AQUATIC EQUIPMENT RENTAL	63.37
00390860	NATIONAL AQUATICS INC	POOL MAINTENANCE	2,975.00
00390869	SANDOVAL-FLEMING, CRISTINA	AQUATICS CLASS REFUND	99.00
00938078	DEL CONTES LANDSCAPING INC	PARK MAINTENANCE	9,278.34
00938086	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
222	Measure C/J Fund		
Streets			
00390715	CONSTRUCTION TESTING SERVICES	TESTING SERVICES	265.00
226	Solid Waste Reduction Fund		
Solid Waste			
00390738	EXTENET SYSTEMS INC	PROGRAM REFUND	175.00
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00390685	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,840.00
00390756	MJH EXCAVATING INC	LANDSCAPE SERVICES	6,100.00
00390793	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,520.00
00390796	ANTIOCH ACE HARDWARE	SMALL TOOLS	25.31
00390805	ATLANTIS DIVING AND SALVAGE CO	INSPECTION SERVICES	2,500.00
00390824	CONTRA COSTA HEALTH SERVICES	REPORT WRITING	199.00
238	PEG Franchise Fee Fund		
Non Departmental			
Non Departmental			
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,546.00
00938079	EIDIM GROUP, INC	COUNCIL CHAMBERS PROJECT	60,261.99
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00390874	SILVA LANDSCAPE	LANDSCAPE SERVICES	717.60
Lonetree Maintenance Zone 3			
00390685	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,978.00
00390793	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00390874	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,825.92
Lonetree Maintenance Zone 4			
00390778	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,825.92



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252	Downtown SLLMD Fund		
	<i>Downtown Maintenance</i>		
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	363.68
00390778	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,870.40
00390874	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,870.40
254	Hillcrest SLLMD Fund		
	<i>Hillcrest Maintenance Zone 1</i>		
00390698	APEX GRADING	WEED CUTTING	749.00
00390778	SILVA LANDSCAPE	LANDSCAPE ENHANCEMENT	7,800.00
255	Park 1A Maintenance District Fund		
	<i>Park 1A Maintenance District</i>		
00390778	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,674.08
00390886	TERRACARE ASSOCIATES	TURF MOWING VARIOUS SPOTS	750.00
256	Citywide 2A Maintenance District Fund		
	<i>Citywide 2A Maintenance Zone 5</i>		
00390685	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
	<i>Citywide 2A Maintenance Zone 8</i>		
00390874	SILVA LANDSCAPE	LANDSCAPE SERVICES	956.48
257	SLLMD Administration Fund		
	<i>SLLMD Administration</i>		
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	258.93
00390796	ANTIOCH ACE HARDWARE	SUPPLIES	9.42
00390837	FURBER SAW INC	EQUIPMENT	1,006.11
00390883	TARGET SPECIALTY PRODUCTS	HERBICIDE	4,342.01
376	Lone Diamond Fund		
	<i>Assessment District</i>		
00390817	CENTRAL SELF STORAGE ANTIOCH	STORAGE	317.00
569	Vehicle Replacement Fund		
	<i>Equipment Maintenance</i>		
00390687	ALL STAR FORD	NEW VEHICLES	103,984.18
570	Equipment Maintenance Fund		
	<i>Non Departmental</i>		
00390845	HUNT AND SONS INC	FUEL	5,320.08
	<i>Equipment Maintenance</i>		
00390708	BILL BRANDT FORD	AUTO PARTS	37.82
00390789	WALNUT CREEK FORD	AUTO PARTS	1,484.03
00390797	ANTIOCH AUTO PARTS	AUTOMOTIVE REPAIR PARTS	2,135.06
00390802	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	371.00
00390853	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPAIR	730.61
00390864	OREILLY AUTO PARTS	AUTO PARTS	1,779.03
00390881	STOMMEL INC	PARTS	49.76
00390892	WALNUT CREEK FORD	AUTO PARTS	1,885.20
00390895	WESTERN TRUCK FAB	WATER PUMP	1,226.51
00938085	KIMBALL MIDWEST	SUPPLIES	616.86
00938100	KIMBALL MIDWEST	AUTO PARTS	269.22
573	Information Services Fund		
	<i>Information Services</i>		
00390891	VERIZON WIRELESS	DATA SERVICES	372.38



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Network Support & PCs

00390689	AMERICAN MESSAGING	PAGING SERVICE	41.88
00390714	COMCAST	CONNECTION SERVICES	442.70
00390795	AMS DOT NET INC	ONLINE STORAGE	773.98

GIS Support Services

00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	98.18
00390737	ESRI INC	GIS SERVICE PACKAGE	18,400.00

Office Equipment Replacement

00390693	AMS DOT NET INC	COMPUTER EQUIPMENT	236.04
00390795	AMS DOT NET INC	SUPPORT SERVICES	846.00

577 Post Retirement Medical-Police Fund

Non Departmental

00390899	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00390900	RETIREE	MEDICAL AFTER RETIREMENT	762.82
00390903	RETIREE	MEDICAL AFTER RETIREMENT	1,108.78
00390907	RETIREE	MEDICAL AFTER RETIREMENT	1,090.58
00390914	RETIREE	MEDICAL AFTER RETIREMENT	704.31
00390916	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00390917	RETIREE	MEDICAL AFTER RETIREMENT	1,321.13
00390920	RETIREE	MEDICAL AFTER RETIREMENT	1,321.13
00390925	RETIREE	MEDICAL AFTER RETIREMENT	860.04
00938105	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938106	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938110	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00938111	RETIREE	MEDICAL AFTER RETIREMENT	283.67
00938113	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938114	RETIREE	MEDICAL AFTER RETIREMENT	1,433.99
00938118	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938119	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00938126	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938131	RETIREE	MEDICAL AFTER RETIREMENT	1,000.95
00938133	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00938136	RETIREE	MEDICAL AFTER RETIREMENT	563.78
00938138	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00938151	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00938152	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00938158	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00938159	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00938160	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938173	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938176	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938177	RETIREE	MEDICAL AFTER RETIREMENT	1,378.92
00938178	RETIREE	MEDICAL AFTER RETIREMENT	275.71
00938179	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938188	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938189	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938192	RETIREE	MEDICAL AFTER RETIREMENT	131.98
00938204	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98



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00938205	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00938206	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938217	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938218	RETIREE	MEDICAL AFTER RETIREMENT	584.82
00938220	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938222	RETIREE	MEDICAL AFTER RETIREMENT	1,013.74
00938225	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00938234	RETIREE	MEDICAL AFTER RETIREMENT	566.53
00938236	RETIREE	MEDICAL AFTER RETIREMENT	1,420.72
00938245	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938247	RETIREE	MEDICAL AFTER RETIREMENT	768.49
00938252	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938253	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938257	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00938269	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938270	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00938272	RETIREE	MEDICAL AFTER RETIREMENT	17.69
00938274	RETIREE	MEDICAL AFTER RETIREMENT	629.49
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00390898	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00390901	RETIREE	MEDICAL AFTER RETIREMENT	363.34
00390904	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00390906	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00390908	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00390910	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00390911	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00390921	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00390922	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00390924	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00938107	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938108	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00938112	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938117	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938122	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938124	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938127	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938128	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938129	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938132	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938139	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938143	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938144	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938147	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938150	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938154	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938155	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938156	RETIREE	MEDICAL AFTER RETIREMENT	570.38



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00938157	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938164	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00938165	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938166	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938167	RETIREE	MEDICAL AFTER RETIREMENT	126.13
00938172	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938175	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938183	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938187	RETIREE	MEDICAL AFTER RETIREMENT	103.69
00938191	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938195	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938197	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938198	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938201	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938203	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938212	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938213	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938214	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938219	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938224	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938228	RETIREE	MEDICAL AFTER RETIREMENT	97.67
00938233	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938235	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938240	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938250	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938255	RETIREE	MEDICAL AFTER RETIREMENT	79.02
00938256	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938258	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938260	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938261	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00938268	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938271	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938273	RETIREE	MEDICAL AFTER RETIREMENT	570.38
579	Post Retirement Medical-Mgmt Fund		
<i>Non Departmental</i>			
00390902	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00390905	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00390909	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00390912	RETIREE	MEDICAL AFTER RETIREMENT	355.69
00390913	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00390915	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00390918	RETIREE	MEDICAL AFTER RETIREMENT	437.37
00390919	RETIREE	MEDICAL AFTER RETIREMENT	735.38
00390923	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938109	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938115	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938116	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938120	RETIREE	MEDICAL AFTER RETIREMENT	200.43



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00938121	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938123	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00938125	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938130	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938134	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938135	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938137	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00938140	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00938141	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00938142	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00938145	RETIREE	MEDICAL AFTER RETIREMENT	515.08
00938146	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938148	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00938149	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938153	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938161	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938162	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938163	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938168	RETIREE	MEDICAL AFTER RETIREMENT	357.40
00938169	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938170	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938171	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938180	RETIREE	MEDICAL AFTER RETIREMENT	346.39
00938181	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00938182	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938184	RETIREE	MEDICAL AFTER RETIREMENT	700.38
00938185	RETIREE	MEDICAL AFTER RETIREMENT	223.62
00938186	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938190	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00938193	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938194	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938196	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938199	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00938200	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938202	RETIREE	MEDICAL AFTER RETIREMENT	1,244.28
00938207	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938208	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00938209	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938210	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938211	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938215	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938216	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938221	RETIREE	MEDICAL AFTER RETIREMENT	607.47
00938223	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938226	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938227	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938229	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938230	RETIREE	MEDICAL AFTER RETIREMENT	155.70



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00938231	RETIREE	MEDICAL AFTER RETIREMENT	874.40
00938232	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938237	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938238	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938239	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938241	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938242	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00938243	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938244	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938246	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00938248	RETIREE	MEDICAL AFTER RETIREMENT	239.58
00938249	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938251	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938254	RETIREE	MEDICAL AFTER RETIREMENT	418.26
00938259	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938262	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938263	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938264	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938265	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938266	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938267	RETIREE	MEDICAL AFTER RETIREMENT	1,706.12
611	Water Fund		
Non Departmental			
00390691	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	409.00
00390733	EAST BAY WORK WEAR	SUPPLIES	1,611.80
00390765	PACE SUPPLY CORP	SUPPLIES	104.12
00390771	ROBERTS AND BRUNE CO	SUPPLIES	289.84
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	1,731.25
Water Supervision			
00390725	CRYSTAL CLEAR LOGOS INC	JACKET AND SWEATSHIRT	72.15
Water Production			
00390690	AMERICAN PLUMBING INC	PLUMBING SERVICE	593.81
00390694	ANTIOCH ACE HARDWARE	SUPPLIES	55.17
00390696	ANTIOCH AUTO PARTS	SUPPLIES	41.15
00390699	ARAMARK UNIFORM SERVICES	ARAMARK SERVICE	115.42
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	47.28
00390721	CONTRA COSTA WATER DISTRICT	CCWD RAW WATER SUPPLY	1,215,763.24
00390741	FINBERG FENCING INC	REPAIR CUT FENCING	475.00
00390744	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00390745	HACH CO	LAB SUPPLIES	672.93
00390746	HARRINGTON INDUSTRIAL PLASTICS	PARTS	310.66
00390769	REDWOOD PAINTING CO INC	PROFESSIONAL SERVICES	11,648.00
00390770	REINHOLDT ENGINEERING CONSTR	FUEL STORAGE TANK GAUGE	2,964.00
00390786	US BANK	COPIER	179.61
00390796	ANTIOCH ACE HARDWARE	SUPPLIES	11.78
00390797	ANTIOCH AUTO PARTS	AUTO PARTS	818.03
00390799	ARAMARK UNIFORM SERVICES	ARAMARK SERVICE	57.71
00390810	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	3,734.64



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00390836	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	536.69
00390842	HACH CO	LAB SUPPLIES	5,148.67
00390848	KAPSCH TRAFFICOM USA INC	PROFESSIONAL SERVICES	8,840.00
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	348.58
00390867	ROBERTS AND BRUNE CO	PIPE FITTINGS	1,686.66
00390870	SECO CONTROLS LLC	CHART RECORDER	2,284.60
00390890	UNIVAR SOLUTIONS USA INC	CHEMICALS	27,506.19
00390893	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	4,550.00
00938080	EVOQUA WATER TECHNOLOGIES LLC	DEIONIZED WATER TANK EXCHANGE	685.99
00938086	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	250.00
00938089	PETERSON TRACTOR CO	SERVICE CONTRACT	8,332.55
00938096	EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	120.00
00938098	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,662.77
Water Distribution			
00390695	ANTIOCH ACE HARDWARE	SUPPLIES	60.91
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,684.36
00390760	NATIONAL BUSINESS FURNITURE	OFFICE FURNITURE	1,796.58
00390771	ROBERTS AND BRUNE CO	BACKFLOW	9,105.46
00390783	SYAR INDUSTRIES INC	ASPHALT	2,019.86
00390809	BECKER, ELLIOT JAMES	TRAINING REIMBURSEMENT	372.00
00390814	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	3,467.50
00390828	DELTA DENTAL	INSURANCE PREMIUM	124.36
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	159.02
00390867	ROBERTS AND BRUNE CO	MISCELLANEOUS WATER FITTINGS	1,466.26
00390868	RT LAWRENCE CORP	MONTHLY LOCKBOX PROCESSING	485.30
00390880	SWRCB	CERTIFICATION APPLICATION FEE	120.00
00390889	TYLER TECHNOLOGIES	MONTHLY WEBSITE	340.00
00938083	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,973.80
00938084	INFOSEND INC	PRINT & MAIL SERVICES	2,442.00
00938090	RAY MORGAN COMPANY	COPIER MAINTENANCE	460.95
00938093	BADGER METER INC	WATER METER AND METER PARTS	10,809.70
00938098	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,277.59
Public Buildings & Facilities			
00390812	BROWN AND CALDWELL INC	CONSULTING SERVICES	10,259.25
00390815	CALIFORNIA TRENCHLESS INC	WATER MAIN PROJECT	1,221,282.00
00390816	CDM SMITH INC	CONSULTING SERVICES	11,170.00
00390850	KLEINFELDER INC	PROFESSIONAL SERVICES	4,169.00
00390894	WATERSAVERS IRRIGATION	IRRIGATION PARTS	1,822.57
621 Sewer Fund			
Swr-Wastewater Administration			
00390683	ADVANCED TRENCHLESS INC	SEWER MAIN REPAIR	28,865.00
00390704	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	428.65
00390707	BEACH, TOBY ALAN	EXPENSE REIMBURSEMENT	40.00
00390740	FERNANDEZ LOPEZ, KIM ANGEL	EXPENSE REIMBURSEMENT	375.00
00390750	KIRK WELDING	REPAIR GRATE	2,652.13
00390771	ROBERTS AND BRUNE CO	SUPPLIES	3,317.90
00390783	SYAR INDUSTRIES INC	ASPHALT	2,019.87
00390814	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	3,467.50



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 16 - OCTOBER 29, 2020
FUND/CHECK#

00390828	DELTA DENTAL	INSURANCE PREMIUM	62.18
00390831	EAST BAY MUNICIPAL UTILITY DIST	BACWA MEMBERSHIP DUES	2,458.50
00390839	GOLDEN BELL PRODUCTS INC	SEWER ROACH CONTROL	28,618.94
00390846	JACK DOHENY SUPPLIES INC	LABOR SERVICE	2,533.49
00390862	OFFICE DEPOT INC	OFFICE SUPPLIES	311.10
00390868	RT LAWRENCE CORP	LOCKBOX PROCESSING	485.30
00390889	TYLER TECHNOLOGIES	WEBSITE MAINTENANCE	340.00
00390896	WILSON, TYRONE DEMETRUS	EXPENSE REIMBURSEMENT	50.00
00938083	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,973.80
00938084	INFOSEND INC	PRINT AND MAIL SERVICES	2,441.98
00938098	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,276.67
00938104	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00
631	Marina Fund		
	Marina Administration		
00390821	COMCAST	CONNECTION SERVICES	221.04
00938086	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
752	Storm Drain Deposits Fund		
	Non Departmental		
00390716	CONTRA COSTA COUNTY	DRAINAGE FEE	864,626.25

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Junior Engineer *VL*

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

SUBJECT: Resolution Authorizing the City Council to Accept Segments 1 and 2
Parcels of Relinquishment 56137 from the State of California
Department of Transportation

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting Segments 1 and 2
Parcels of Relinquishment 56137 from the State of California Department of
Transportation.

FISCAL IMPACT

The City is responsible for the maintenance of relinquished parcels as part of the existing
Freeway Maintenance Agreement (FMA).

DISCUSSION

On May 24, 2011, as part of the Highway 4 expansion, the City of Antioch and the State
of California Department of Transportation (Caltrans) entered into a Freeway
Maintenance Agreement (Attachment B), wherein the City of Antioch will accept title to
each relocated or reconstructed city road, any frontage roads and other local roads
constructed as part of the project, upon relinquishment from the State of California and a
written notice that the work thereon has been completed.

On February 5, 2019, the City of Antioch, accepted Relinquishment 56132 under the
Freeway Maintenance Agreement. On May 26, 2020, the City of Antioch accepted
Relinquishments 56134, 56138, and 56139 under the same Freeway Maintenance
Agreement having reviewed all Initial Site Assessments for each relinquishment.

The Initial Site Assessment for Segments 1 and 2 Parcels of Relinquishment 56137
(Attachment C) was completed on August 21, 2020. No significant environmental issues
were found on said parcels. Segments 1 and 2 Parcels are located at Post Mile 27.3
along State Route 4 and G Street overcrossing (Attachment C). Segment 1 is located
north of State Route 4 and Segment 2 is located south of State Route 4.

All work has been completed on the two relinquishment parcels and the parcels are ready for acceptance.

ATTACHMENTS

- A. Resolution
- B. Freeway Maintenance Agreement dated May 24, 2011
- C. Relinquishment 56137

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY COUNCIL TO ACCEPT SEGMENTS 1 AND 2 PARCELS OF RELINQUISHMENT 56137 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

WHEREAS, the State of California has acquired right-of-way for and has constructed collateral facilities in the City of Antioch along Highway 4;

WHEREAS, on May 24, 2011, the City of Antioch and the State of California entered into a Freeway Maintenance Agreement authorizing the City to accept any previously acquired right-of-way by the State of California upon relinquishment;

WHEREAS, the State of California has decided to relinquish parcels back to the City of Antioch; and

WHEREAS, the City has reviewed all Initial Site Assessments for the parcels and found said parcels are of satisfactory condition to accept;

NOW, THEREFORE, BE IT RESOLVED that the recitals above are true and correct and the City Council of the City of Antioch hereby accepts Segments 1 and 2 parcels of Relinquishment 56137 from the State of California and authorizes the City Attorney to sign the letter of acceptance.

* * * * *

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 10th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

04-CC-4-PM 25.0/R29.5

In the City of Antioch

From 160 ft West of Century Blvd

To 0.6 mi East of Hillcrest Avenue

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this 24th day of May, 2011, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Antioch (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared freeway by Resolution of the California Highway Commission on May 18, 1949; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated March 1, 1965, relating to that portion of State Highway Route 4 from the west city limits to the east city limits; and

WHEREAS, STATE and County of Contra Costa have entered into a Freeway Agreement dated January 5, 1966, relating to that portion of State Highway Route 4 from 0.3 mile East of "A" Street and State Highway Route 160; and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by said Freeway Agreement dated January 5, 1966, with County of Contra Costa; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated September 13, 1994, relating to that portion of State Highway Route 4 from Standard Oil Avenue to 0.5 mile east of Somersville Road; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that in their entireties of said Freeway Agreements related to State Highway Route 4 dated March 1, 1965, January 5, 1966, and September 13, 1994.
2. CITY agrees and consents to the closing of CITY roads, relocation of CITY roads, construction of frontage roads and other local roads, and other construction affecting CITY

roads, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY roads only in accordance with the plan map attached hereto, marked Exhibit A.
4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY roads, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.
5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.
6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY roads, any frontage roads, and other local roads constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.
7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.
8. Execution of this Freeway Agreement does not constitute STATE's approval of interchange design features. Design exceptions, as required, are subject to STATE's prior approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

CITY OF ANTIOCH

MALCOLM DOUGHERTY
Acting Director of Transportation

By

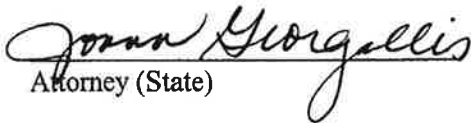


TERRY L. ABBOTT
Chief Design Engineer



JIM JAKEL
City Manager

APPROVED AS TO FORM:


Attorney (State)

APPROVED AS TO FORM:


City Attorney

RESOLUTION NO. 2011/37

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AND AUTHORIZING THE CITY MANAGER TO SIGN A FREEWAY AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION REGARDING THE STATE ROUTE 4
WIDENING PROJECT - FROM 160 FEET WEST OF CENTURY BOULEVARD TO 0.6
MILES EAST OF HILLCREST AVENUE (PROJECT 1407/3001)**

WHEREAS, the State of California operating through its Department of Transportation has presented an agreement entitled "Freeway Agreement" that concerns State Route 4 Widening Project within the City of Antioch - from 160 feet west of Century Boulevard to 0.6 miles east of Hillcrest Avenue (Project 1407/3001); and

WHEREAS, the City Council has considered said agreement in full and is familiar with the contents thereof;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that said agreement is hereby approved and that the City Manager is hereby authorized and directed to sign said agreement between the City of Antioch and the State of California Department of Transportation regarding State Route 4 Widening Project within the City of Antioch - from 160 feet west of Century Boulevard to 0.6 miles east of Hillcrest Avenue (Project 1407/3001).

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of May 2011, by the following vote:

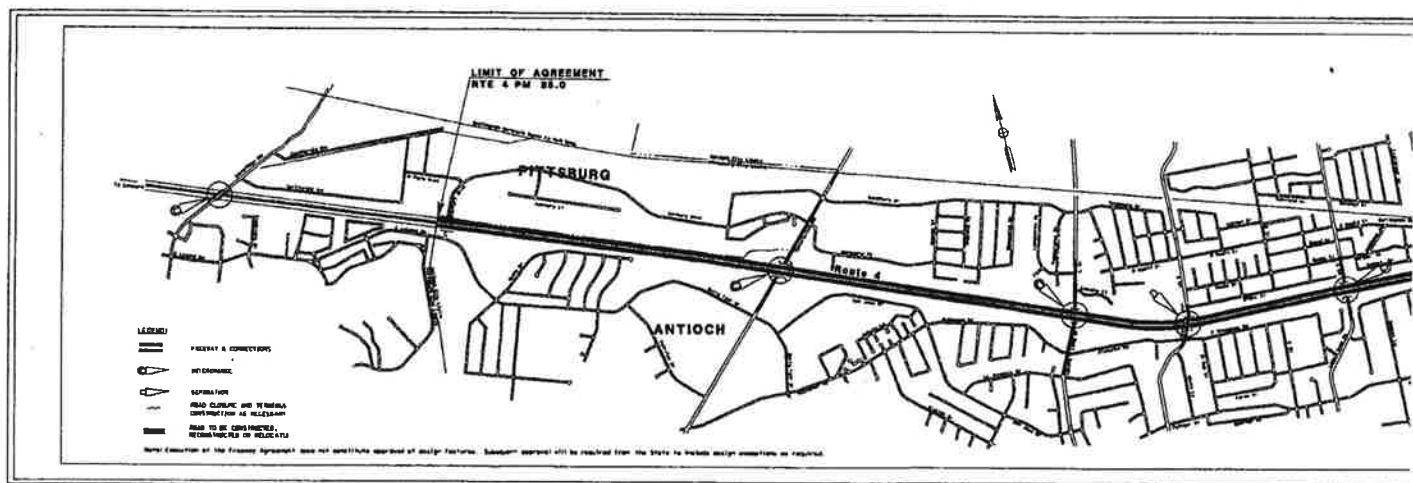
AYES: Council Members Kalinowski, Harper, Rocha, Agopian and Mayor Davis

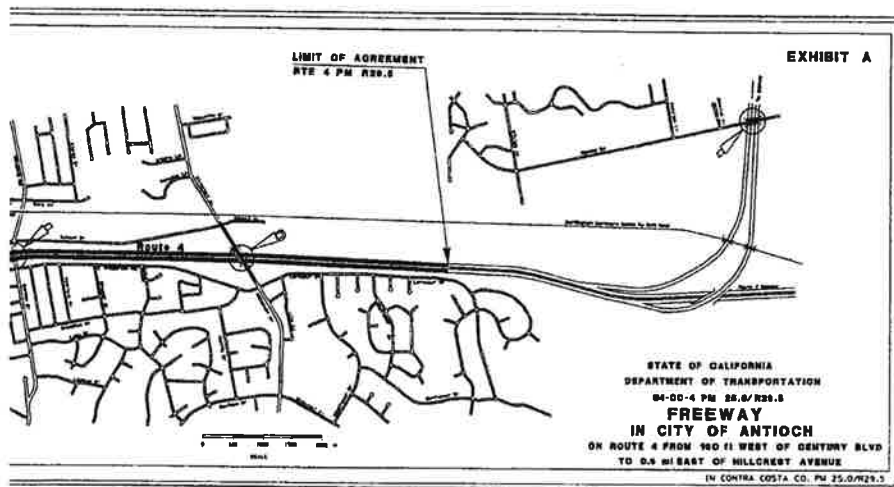
NOES: None

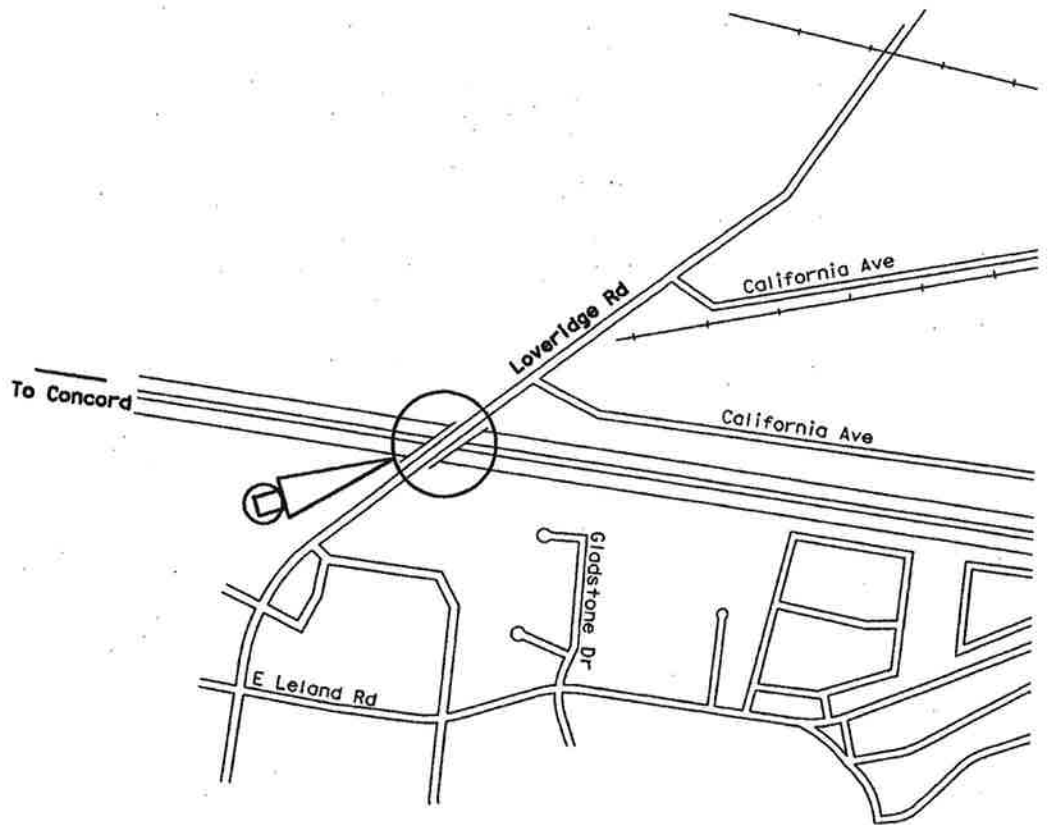
ABSENT: None



L. JOLENE MARTIN, City Clerk







LEGEND:



FREEWAY & CONNECTIONS



INTERCHANGE



SEPARATION

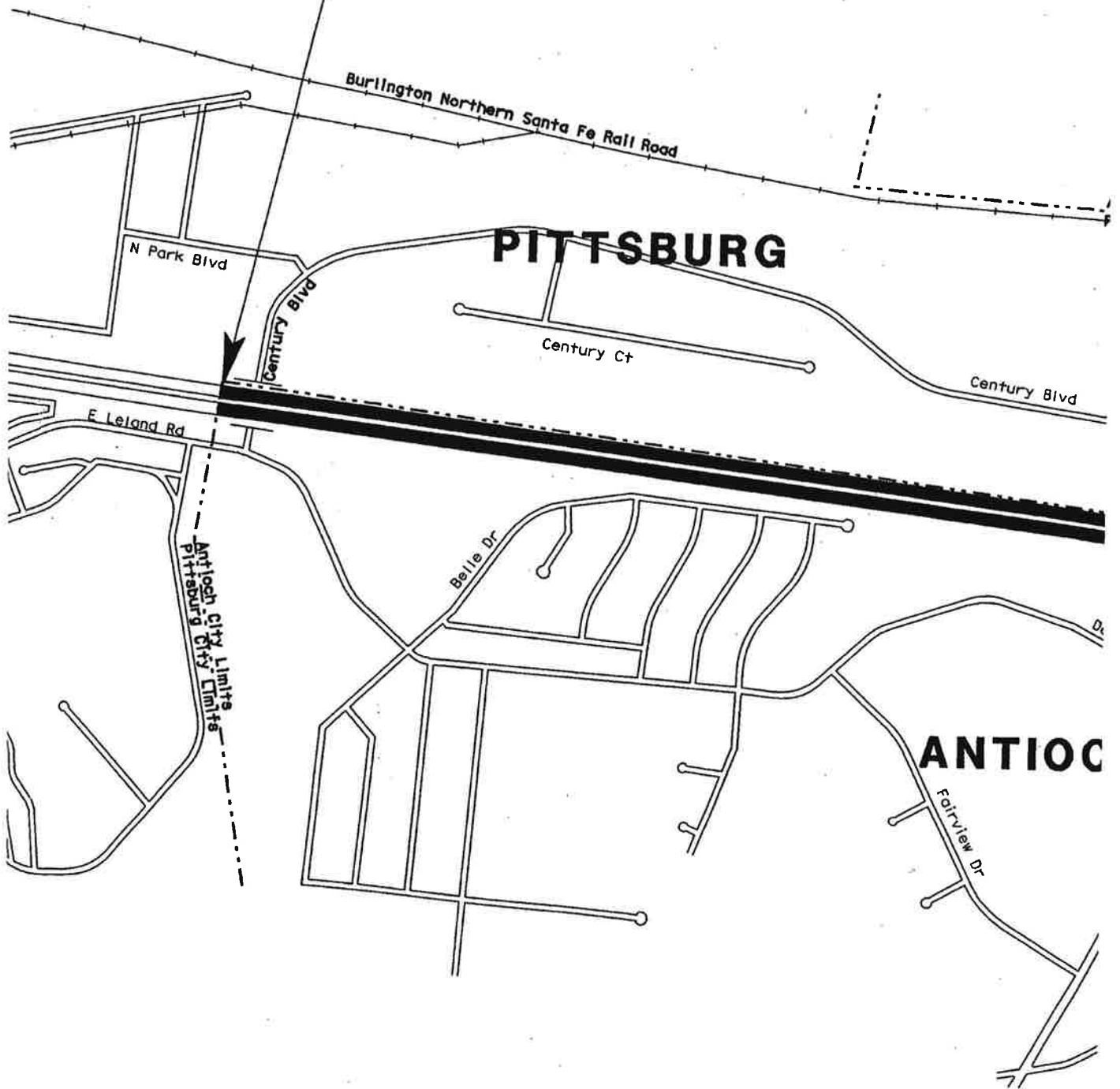


ROAD CLOSURE AND TERMINUS
CONSTRUCTION AS NECESSARY

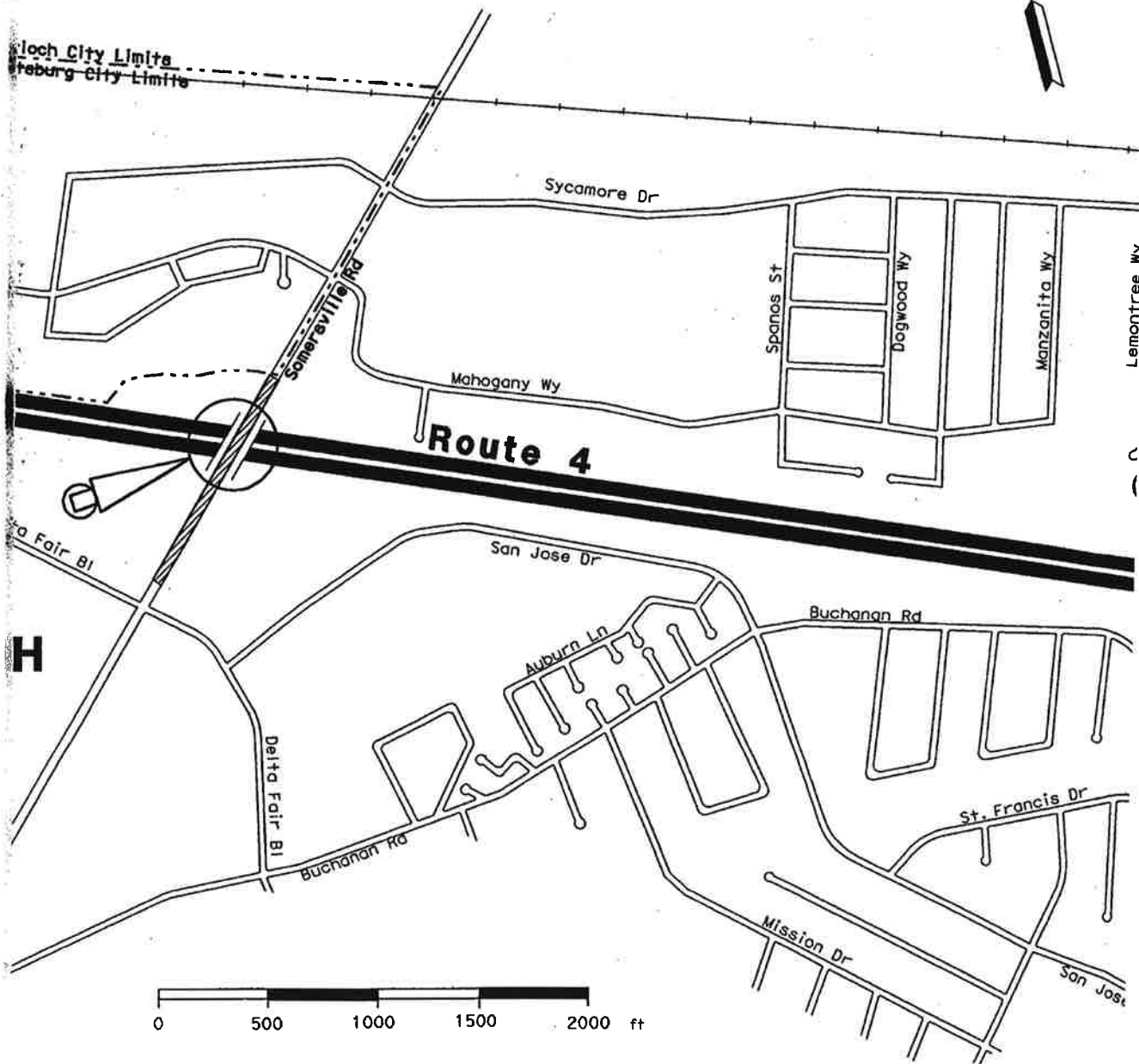


ROAD TO BE CONSTRUCTED,
RECONSTRUCTED OR RELOCATED

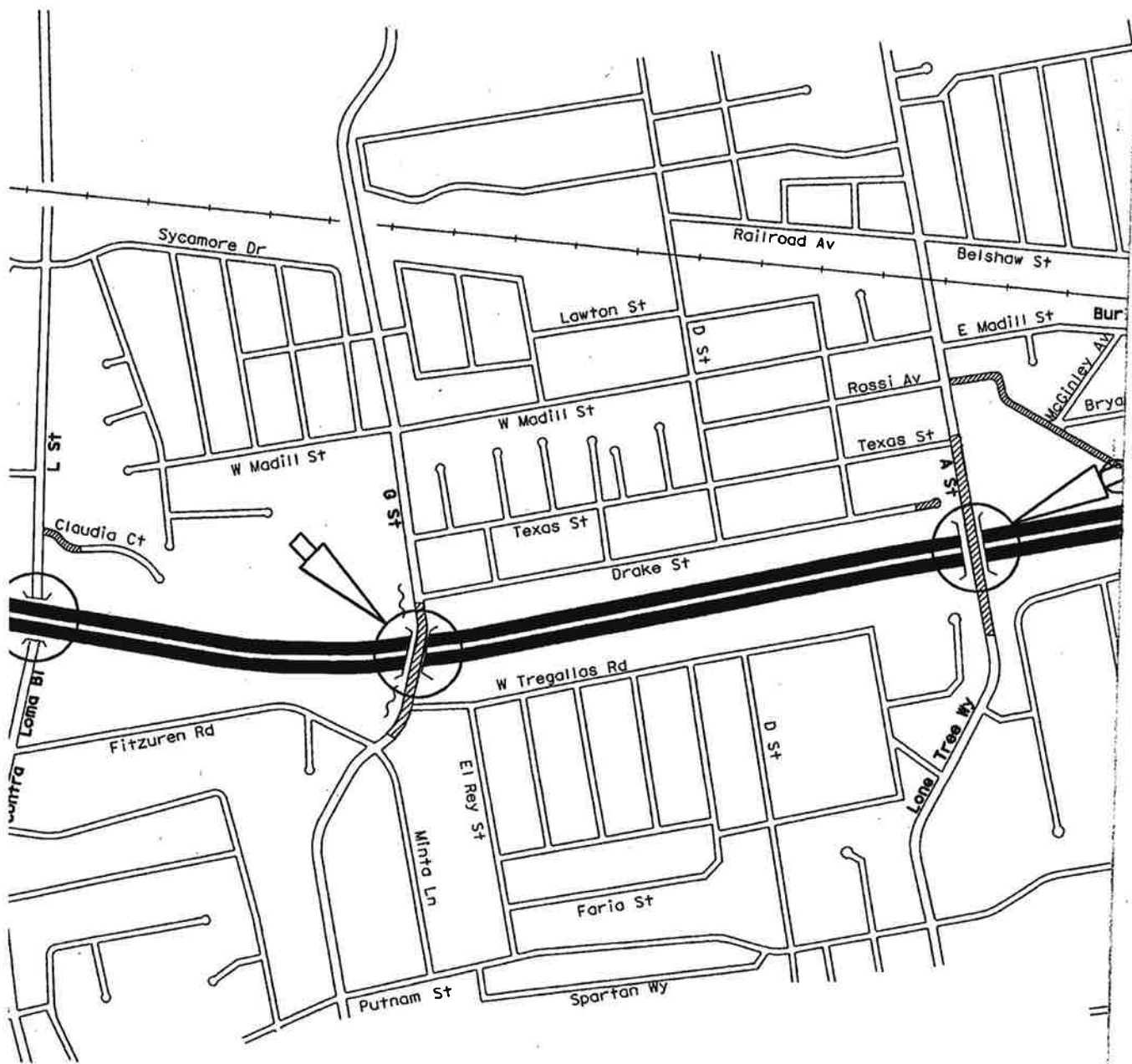
**LIMIT OF AGREEMENT
RTE 4 PM 25.0**



Alloch City Limits
Greensburg City Limits



SCALE



Loch City Limits
Foburg City Limits



Sycamore Dr

Mahogany Wy

Route 4

Spanos St

Dogwood Wy

Manzanita Wy

Lemontree Wy

to Fair Bl

H

San Jose Dr

Buchanan Rd

Auburn Ln

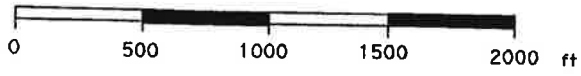
Delta Fair Bl

Buchanan Rd

St. Francis Dr

Mission Dr

San Jose Dr



SCALE

LIMIT OF AGREEMENT
RTE 4 PM R29.5

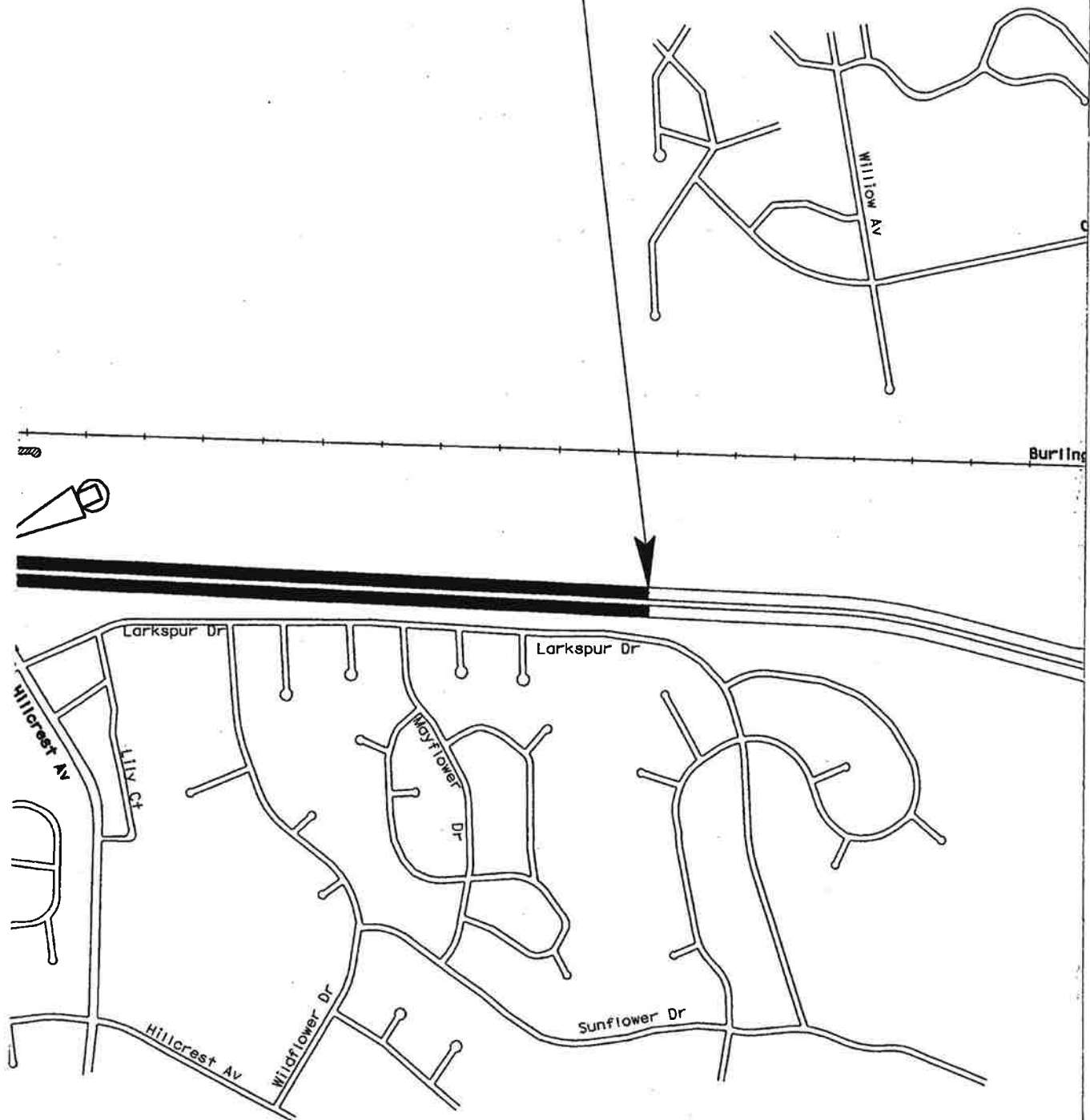
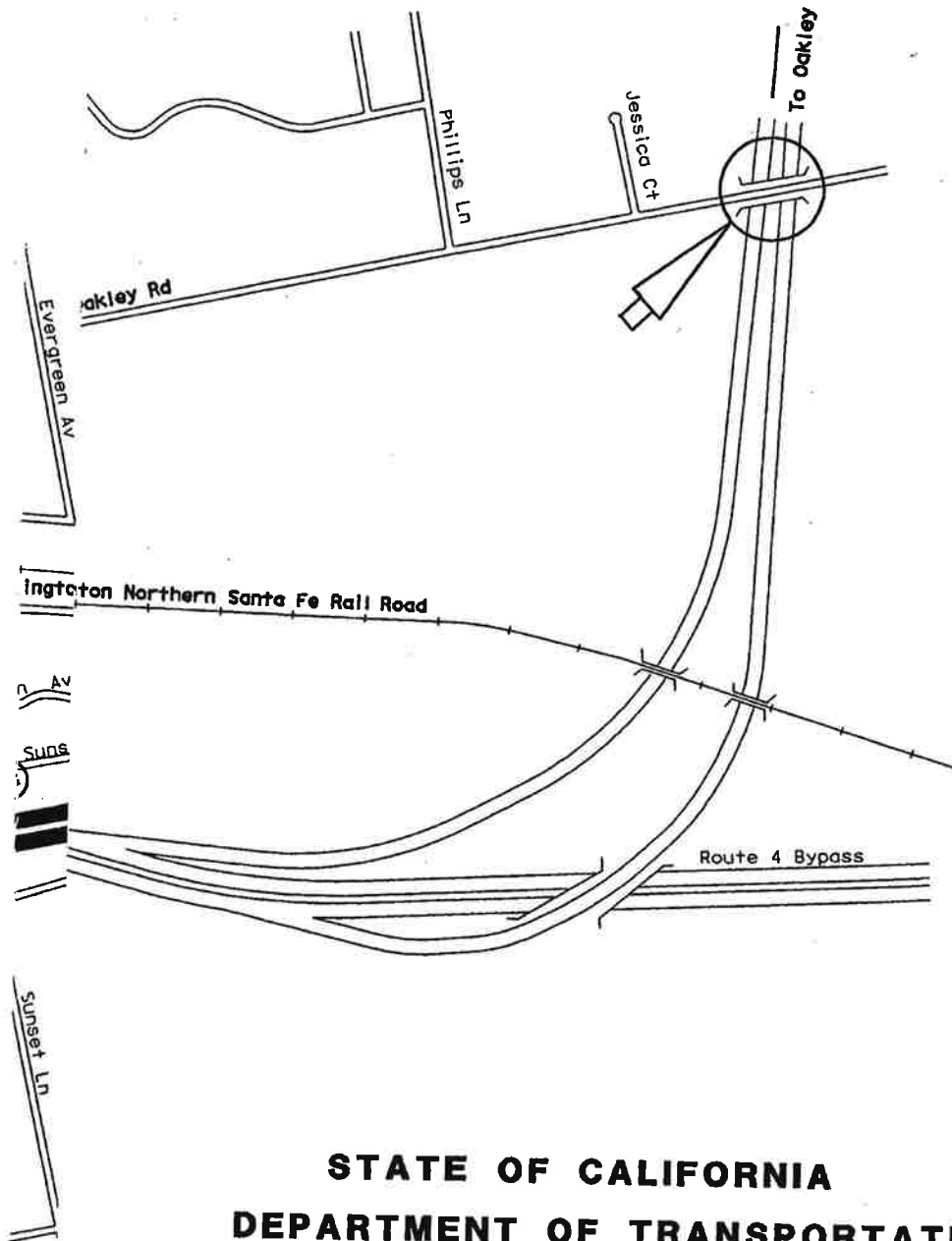


EXHIBIT A



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

04-CC-4 PM 25.0/R29.5

FREEWAY IN CITY OF ANTIOCH

ON ROUTE 4 FROM 160 ft WEST OF CENTURY BLVD
TO 0.6 mi EAST OF HILLCREST AVENUE

IN CONTRA COSTA CO. PM 25.0/R29.5

**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE
OAKLAND, CA 94612
P.O. BOX 23660
OAKLAND, CA 94623-0660
PHONE (510) 622-5794
TTY 711
www.dot.ca.gov

*Making Conservation a
California Way of Life.*

October 7, 2020

File: 04-CC-4-PM 27.3
Relinquishment No. 56137

Dennis Heimbrodt
Director of Public Works
City of Antioch
1201 W. 4th Street
Antioch, CA 94509

Dear Mr. Heimbrodt:

California Department of Transportation (Caltrans) wishes to relinquish portions of 'G' Street, as follows, to the City of Antioch:

- A) Land parcel in the northern vicinity of SR4/G Street Overcrossing along 'G' Street
- B) Land parcel in the southern vicinity of SR4/G Street Overcrossing along 'G' Street, just north of Fitzuren Rd. and West Tregallas Rd.

Details are as shown on the attached relinquishment 56137 plat. The initial site assessment of the proposed relinquishment is also attached. This relinquishment is in accordance of Article 6 of the Freeway Agreement with the City of Antioch, dated May 24, 2011.

Please review the proposed relinquishment. If the relinquishment is acceptable to the City, please provide either:

- I) A resolution from the City Council agreeing to accept the relinquishment in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Initial Site Assessment Memorandum. City of Antioch has received and reviewed a copy of the above-referenced Initial Site Assessment Memorandum. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, Caltrans will not be responsible for any present or future remediation of said hazardous materials. In addition to save time, Caltrans would prefer the resolution include a waiver of the 90-day notice of "Intention to Relinquish" requirement; or
- II) A Letter of acceptance, to include similar language as in I) above, and preferably containing a waiver of the 90-day notice of "Intention to Relinquish" requirement, signed by the City personnel authorized/delegated by the City Council to accept the relinquishments.

Dennis Heimbrodt
Director of Public Works
City of Antioch
October 7, 2020
Page 2

For convenience, City may respond to this offer by filling out the enclosed form. Caltrans is planning to include the proposed relinquishment in the March 2021 California Transportation Commission Meeting agenda. Please return the signed form or City resolution by November 30, 2020. If you have any questions, please call Bonnita Chow Chiu at (510) 418-2926 or email at bonnita.chow@dot.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Bagherli", followed by a period.

Azita Bagherli
Project Manager
Project Management East

Enclosure

Memorandum

*Flex your power!
Be energy efficient!*

To: ALICE ZHONG
District Relinquishment Coordinator
Right of Way Engineering

Date: August 21, 2020

File: EFIS 04-0002-1104
CC-4, PM 27.3

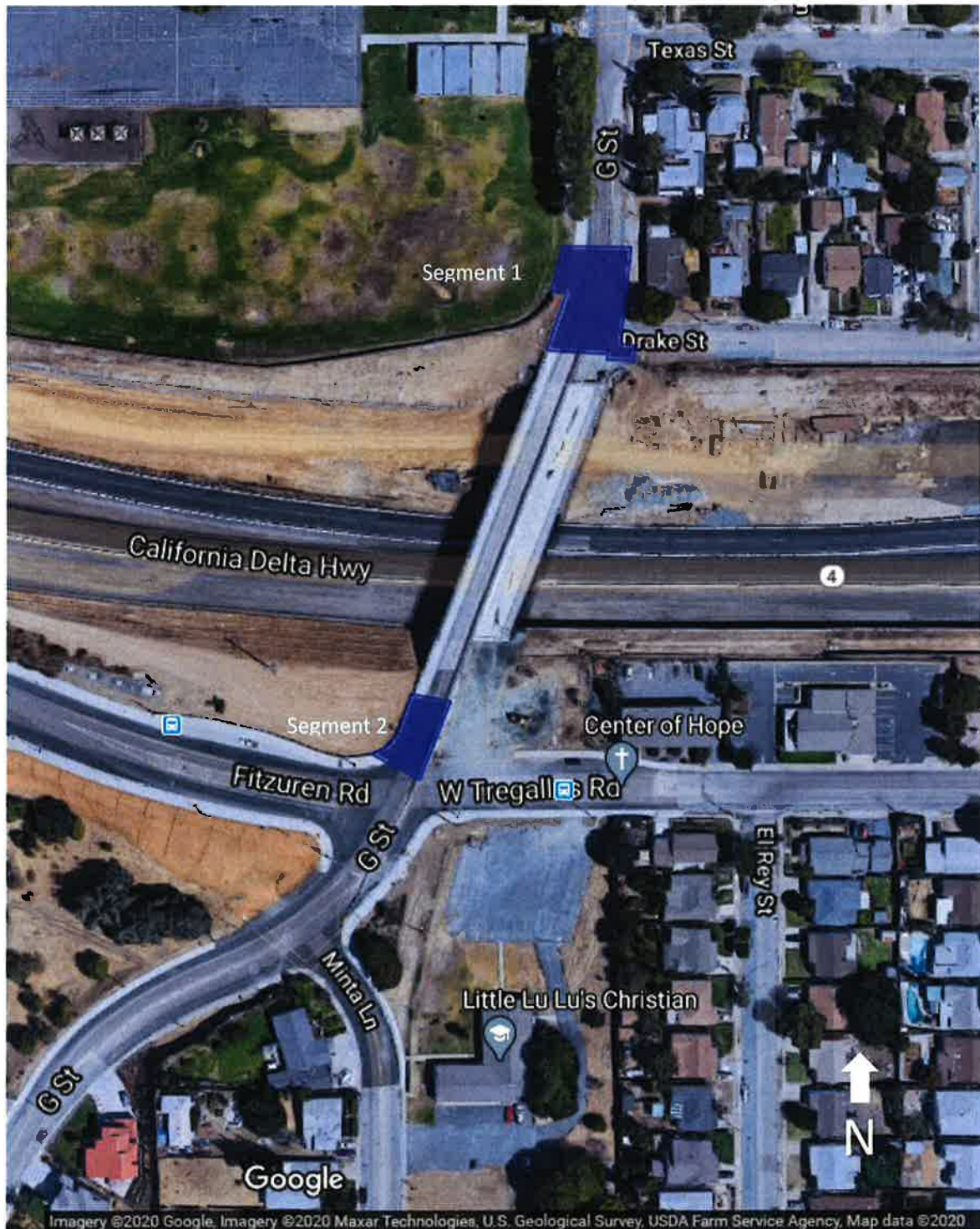
From: *Nandini Vishwanath*
Nandini Vishwanath
Senior Transportation Engineer
Office of Environmental Engineering

Subject: SITE ASSESSMENT OF PROPOSED RELINQUISHMENT 56137

The two segments, Segment 1 and 2, along the State Route 4 in Contra Costa County at post mile 27.3, proposed for relinquishment to the city of Antioch have no concerning contamination-related issues per Geotracker, the State database for hazardous waste.

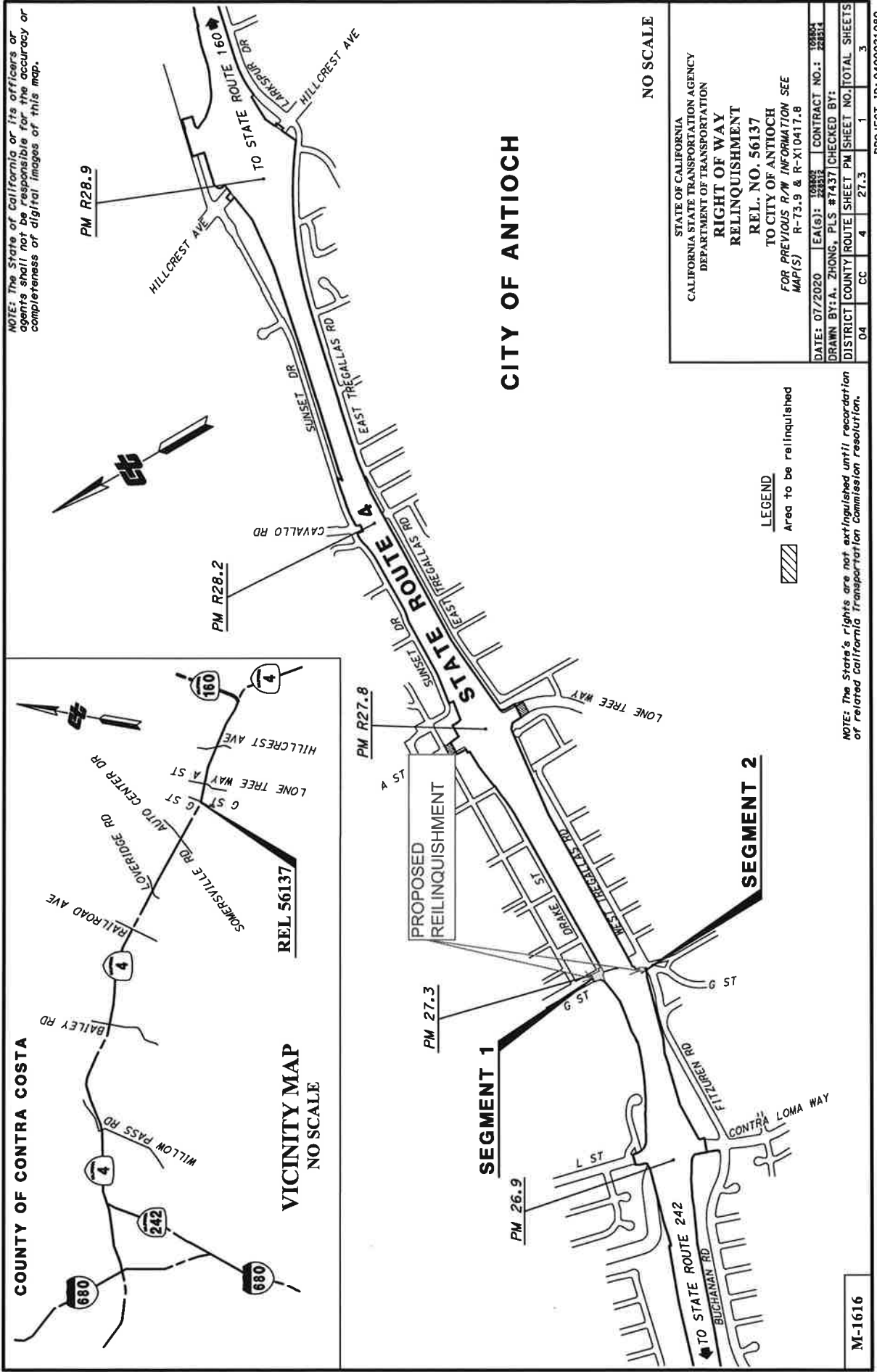
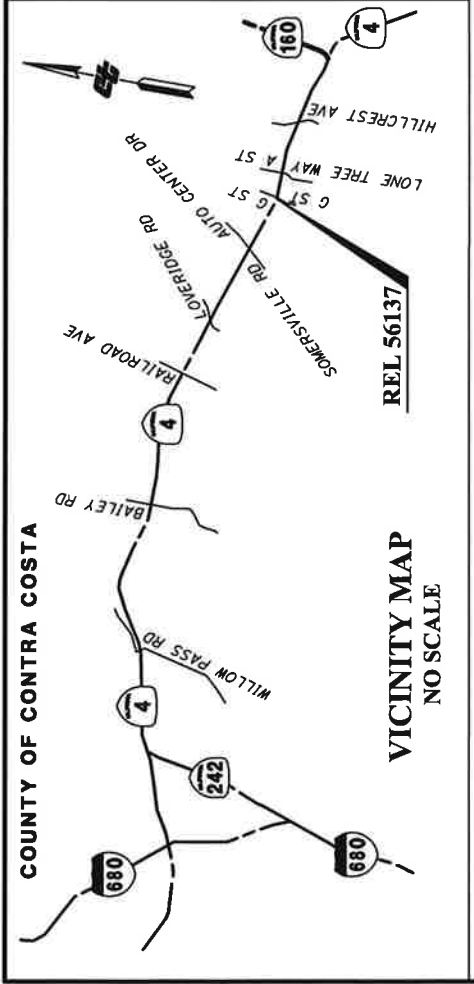
The subject parcels are alongside Route 4 with a well-known history of high traffic volumes, and the past use of leaded gasoline is likely to have contaminated the surface soils of the parcels with aerially deposited lead. It must also be noted that there is a 2" PG&E gas pipe running along Segment 1.

STATE ROUTE 4, POST MILE 27.3
CONTRA COSTA COUNTY
RIGHT OF WAY RELINQUISHMENT 56137



Relinquishment Area

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION RIGHT OF WAY RELINQUISHMENT REL. NO. 56137 TO CITY OF ANTIOCH FOR PREVIOUS R/W INFORMATION SEE MAP(S) R-73.9 & R-X10417.8			
DATE: 07/2020	EA(G): 10882	CHECKED BY: 10884	CONTRACT NO.: 10884
DRAWN BY: A. ZHONG, PLS #7437	228512	228514	228514
DISTRICT COUNTY ROUTE SHEET PM SHEET NO.	04	CC	4
TOTAL SHEETS	27.3	1	3

M-1616

PROJECT ID: 0400021080

Coordinates and bearings are on CCS 1983, Zone 3, Epoch 2000.86. Distances and stationing are grid distances. Multiply by 1.0000612 to obtain ground distances. All distances are in feet unless otherwise noted.

COUNTY OF CONTRA COSTA
CITY OF ANTIOCH

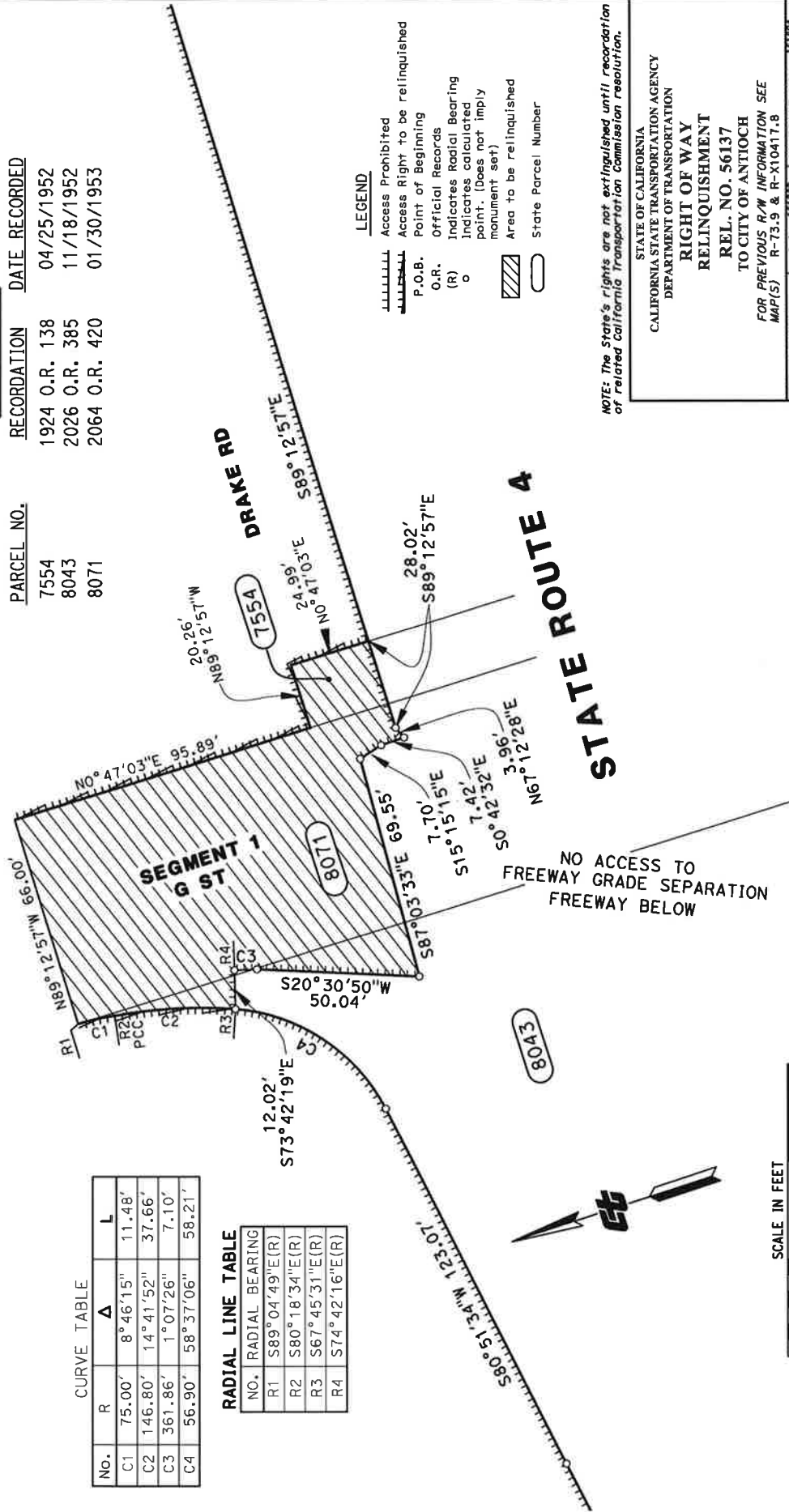
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

CURVE TABLE

No.	R	Δ	L
C1	75.00'	8°46'15"	11.48'
C2	146.80'	14°41'52"	37.66'
C3	361.86'	1°07'26"	7.10'
C4	56.90'	58°37'06"	58.21'

RADIAL LINE TABLE

NO.	RADIAL BEARING
R1	S89°04'49"E (R)
R2	S80°18'34"E (R)
R3	S67°45'31"E (R)
R4	S74°42'16"E (R)



PARCEL LIST

PARCEL NO.	RECORDATION	DATE RECORDED
7554	1924 O.R. 138	04/25/1952
8043	2026 O.R. 385	11/18/1952
8071	2064 O.R. 420	01/30/1953

LEGEND

- Access Prohibited
- Access Right to be Relinquished
- P.O.B.
- O.R.
- Official Records
- Indicates Radial Bearing
- Indicates calculated point. (Does not imply monument set)
- Area to be Relinquished
- State Parcel Number

NOTE: The State's rights are not extinguished until recordation of Related California Transportation Commission resolution.

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
RELINQUISHMENT
REL. NO. 56137
TO CITY OF ANTIOCH
FOR PREVIOUS R/W INFORMATION SEE
MAP(S) R-73.9 & R-X10417.8

DATE: 07/20/2020	EA(S): 151822	CONTRACT NO.: 151822
DRAWN BY: A. ZHONG, PLS #7437	CHECKED BY:	
DISTRICT	COUNTY	ROUTE
04	CC	4
		27.3
		2
		3
		TOTAL SHEETS

M-1616

PROJECT ID: 0400020038

Coordinates and bearings are on CCS 1983, Zone 3, Epoch 2000.86. Distances and stationing are grid distances. Multiply by 1.0000612 to obtain ground distances. All distances are in feet unless otherwise noted.

COUNTY OF CONTRA COSTA
CITY OF ANTIOCH

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



STATE ROUTE 4

FORMERLY FITZUREN RD

FORMERLY G ST

WEST TREGALLAS RD

FORMERLY MINTA AVE

NO ACCESS TO
FREEWAY GRADE SEPARATION
FREEWAY BELOW

14.12'
S85°49'55"E
16.26'
N22°25'02"E
1.26'
S87°08'25"E
17.42'
N22°12'12"E
26.74'
S83°50'47"E
69.90'(T)
N26°54'26"E 89.59'

G ST
SEGMENT 2

PARCEL 5
RELINQUISHMENT
22074
3251 O.R. 159
11/23/1958

8046
1783 O.R. 16
06/22/1951
44.88'
S65°42'09"E
58.29'
S65°42'09"E
6.79'
S63°08'02"W
R=66.25'
Δ=22°33'09"
L=26.08'

LEGEND

- Access Prohibited
- Access Right to be Relinquished
- Point of Beginning
- Official Records
- Indicates Radial Bearing
- Indicates calculated point. (Does not imply monument set)
- Area to be Relinquished
- State Parcel Number

NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
RELINQUISHMENT
REL. NO. 56137
TO CITY OF ANTIOCH

FOR PREVIOUS R/W INFORMATION SEE
MAP(S) R-73.9 & R-X10417.8

DATE: 07/2020	EA(S): 15102	CONTRACT NO.: 15102
DRAWN BY: A. ZHONG, PLS #7437	CHECKED BY:	
DISTRICT	COUNTY	ROUTE
04	CC	4
		27.3
		3
		3
		TOTAL SHEETS



M-1616

PROJECT ID: 0400020038

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
111 GRAND AVENUE
OAKLAND, CA 94612
P. O. BOX 23660
OAKLAND, CA 94623-0660

04-CC-4-PM 27.3
Relinquishment No. 56137

ATTN: AZITA BAGHERLI

The City of Antioch has reviewed your offer to accept that portion of State Right of Way to be relinquished as per letter dated October 7, 2020 and the maps.

Please Check One:

- ☐ Yes, we are willing to accept the Relinquishment in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Initial Site Assessment Memorandum. City of Antioch has received and reviewed a copy of the above-referenced Initial Site Assessment Memorandum. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials. Please proceed with preparing the final submittal.
- ☐ No, we are not interested in accepting the Relinquishments.
(Please list your reasons why)

Please Check One:

- ☐ Yes, we agree to waive the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways Code.
- ☐ No, we do not agree to waive the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highway Code.

As the _____ for the City of _____ and having the authority to act on behalf of the City Council, I attest to the above checked items.

BY: _____
TITLE: _____
DATE: _____

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michelle Walker, Administrative Analyst I *MW*

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

SUBJECT: Consultant Services Agreement with HB Consulting Group, Inc. Sole Source Request, for Project Management Services During Construction and Close Out of the Brackish Water Desalination Project, P.W. 694

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute the Consultant Services Agreement with HB Consulting Group, Inc. for project management services through construction and close out of the Brackish Water Desalination Project, P.W. 694, for a total contract amount of \$370,000.

FISCAL IMPACTS

Funds for this agreement are included in the Water Enterprise Fund budget. A portion of these costs are eligible for reimbursement under California's Department of Water Resources ("DWR") Desalination Grant (No. 4600012957) executed on April 4, 2019 and the Drinking Water State Revolving Fund (DWSRF) loan that is expected to be executed in the near future.

DISCUSSION

The Brackish Water Desalination Project ("Project") is being implemented to improve the City's water supply reliability and to provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant ("WTP").

This Project includes the construction of a brackish water desalination facility located within the fence line of the City's existing WTP with a capacity of six million gallons per day (mgd). The Project also includes replacement of the City's existing San Joaquin River intake pump station with a new pump station, including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP. In addition, the Project includes the construction of

a 4.3 mile long brine disposal pipeline from the new desalination facility to Delta Diablo to convey approximately 2mgd of brine for discharge through Delta Diablo's existing wastewater outfall.

Advertisement for bids to construct the Project is underway with the bid opening scheduled for November 17, 2020. It is estimated that the Project construction and close-out will be approximately 30 months in duration.

This sole source agreement protects the City's interest with professional management of the unique aspects of the Project. Professional management includes but is not limited to managing consultants and contractors, adhering to the requirements of funding sources as it relates to Disadvantaged Business Enterprises ("DBE"), prevailing wage, American Iron and Steel ("AIS"), environmental considerations and permits; and coordination with outside agencies. This agreement is necessary to augment City staff who are at capacity managing other Capital Improvement projects and will authorize HBCG to represent the City and act as an extension of City staff to provide project management services through the construction and close out of the Project.

Sole source is the recommended approach for the specialized services required for this project. Relevant breadth of experience, technical expertise and professional skills are needed for a high profile, seminal project of this scale and significance. Joe Sbranti's qualifications make him a professional match for this complex project. He offers unique capabilities as a State of California licensed civil engineer and land surveyor, as well as a former City executive who fully understands the importance of fiscal responsibility in the public sector.

Mr. Sbranti is well acquainted with the local landscape and region as a native of Antioch. His professional experience is extensive and began in the private sector as a consulting design engineer. He served as the City Engineer for the City of Pittsburg, and later as its City Manager. The combination of skills he offers are valuable and difficult to otherwise secure. This is a large, multi- year project with complex permitting requirements and interagency coordination. Highly competent oversight will provide for City interface with responsible parties and greatest project accountability. Mr. Sbranti has the unique knowledge and experience for the project management required to deliver the best possible outcome for the City.

The City went through the RFQ process to select a Construction Management firm for this project. Multiple solicitation requests yielded a single qualified firm's proposal. While qualified to perform a narrowly defined construction management scope of work, staff does not recommend overall project oversight due to their limited experience managing the complex project management aspects of this project.

ATTACHMENTS

- A. Resolution
- B. Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SOLE SOURCE REQUEST AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE CONSULTANT SERVICES AGREEMENT WITH HB
CONSULTING GROUP, INC. FOR PROJECT MANAGEMENT SERVICES THROUGH
CONSTRUCTION AND CLOSE OUT OF THE BRACKISH WATER DESALINATION
PROJECT, P.W. 694, FOR A TOTAL CONTRACT AMOUNT OF \$370,000**

WHEREAS, the City is striving to improve the water supply reliability and operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management, and to allow water usage from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant;

WHEREAS, the City desires to begin the construction of a brackish water desalination facility located within the fence line of the City's existing Water Treatment Plant ("WTP") with a capacity of 6 million gallons per day ("mgd") which includes relocation and replacement of the City's existing San Joaquin River intake pump station with a new pump station, including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP;

WHEREAS, the City desires to begin the construction of a 4.3 mile long brine disposal pipeline from the new desalination facility to the existing Delta Diablo Wastewater Treatment Plant ("Delta Diablo") outfall to convey approximately 2mgd of brine for discharge from Delta Diablo's existing wastewater outfall;

WHEREAS, the City selected HB Consulting Group, Inc. who is uniquely qualified for this project with their expertise and successful track record managing large scale construction projects of this type; and

WHEREAS, the City Council has considered authorizing the Agreement with HB Consulting Group, Inc. for project management services for the Project through construction and close out for a total contract amount of \$370,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the sole source request and authorizes the City Manager to execute the Agreement with HB Consulting Group, Inc. for project management services related to the Brackish Water Desalination Project through construction and close out of the Project for a total contract amount of \$370,000.

RESOLUTION NO. 2020/**

November 10, 2020

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND HB CONSULTING GROUP, INC. FOR THE BRACKISH WATER DESALINATION PROJECT P.W. 694

THIS AGREEMENT ("**Agreement**") is made and entered into this 10th day of November, 2020 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and HB Consulting Group, Inc. with its principle place of business at 465 Kingsford Drive, Moraga, California 94556 ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

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

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

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

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$370,000 (Three hundred seventy thousand dollars), notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered

pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

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

2.5 Reimbursable Expenses. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:
Mileage, postage and reproduction/printing.

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

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

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

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

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage,

bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

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

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

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

4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase

coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

SECTION 9. KEEPING AND STATUS OF RECORDS.

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

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

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant..

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

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

Harry Burrowes, P.E., President
HB Consulting Group, Inc.
465 Kingsford Drive
Moraga, CA 94556

Any written notice to City shall be sent to:

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

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

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Rowland E. Bernal, Jr. City Manager

Attest:

Arne Simonsen, MMC

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

HB CONSULTING GROUP, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

EXHIBIT "A"



HB CONSULTING GROUP, INC.

ENGINEERING PROJECT MANAGEMENT PLANNING CONSTRUCTION SUPPORT

October 19, 2020

Mr. John Samuelson
Public Works Director
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Re: Proposal to Perform Engineering Services
Brackish Water Desalination Project

Dear Mr. Samuelson,

HB Consulting Group (HBCG) is pleased to submit this proposal to perform engineering/consulting services for the Brackish Water Desalination Project. It is our understanding that the City is seeking the staffing services during the construction of the project. HBCG will assign Joe Sbranti, PE as staff to the City of Antioch for this assignment. We understand that Mr. Sbranti will act as extension of City staff and owner's representative on the project. Mr. Sbranti is currently available and is ready to commence work immediately upon authorization from the City.

Scope of Work

Based upon Mr. Sbranti's recent discussion and input from City staff the following scope of work is proposed. It is understood that some tasks may evolve or change over the duration of the project. As such, the scope of work will include, but not be limited to:

- Representing the City on all matters related to the construction of the Brackish Water Desalination project during construction and project close out.
- Collaborating with the City's Construction Management firm CDM Smith to manage all RFIs, change orders, schedule reviews, DBE compliance, prevailing wage, American Iron and Steel, ETC.
- Manage all Consultants to ensure they are providing the work described in their scope of work to the satisfaction of the City.
- Review and provide recommendations on all Contractor and Consultant invoices.
- Track overall project schedule and budget. Notify the Public Works Director if there is potential for delay or cost overruns.
- Collaborate with the Design Engineer and City staff to address problems encountered during construction.
- Prepare quarterly reports as required by the SRF funding.

- Collaborate with the Environmental compliance subconsultant to ensure the project complies with all CEQA and permit requirements. Report progress to permitting agencies, as necessary.
- Attend regular construction meetings virtually or in person as needed.
- Handle construction related questions or complaints (including resident and business owner coordination).
- Coordinate with Delta Diablo Sanitation District, Caltrans, and railroads for work occurring in or near their ROW.
- Prepare status reports, exhibits, and other materials for public presentations.
- Attend meetings and provide updates to City staff and City Council as required.
- Perform other duties related to the project as directed by City staff.

Project Budget

It is estimated that the project construction and close-out will be approximately 30 months in duration. Per previous discussion it is currently estimated that the effort required for the above scope of work will average between 15 to 20 hours per week. It is understood that some weeks may require little effort while others may require almost full time (40 hours/week) depending the stage and schedule of construction activities.

Based upon the work scope and estimated effort as detailed above, we recommend the following project budget:

Senior Project Manager - Joe Sbranti

15 – 20 hours/week @ \$190/hour = \$2,850 to \$3,800/week (\$12,340 to \$16,450/month)

We can contract with the City on an annual basis or based upon the entire estimated effort until project completion and close-out. We will bill the City on a time and materials basis based upon the billing rates and budgets outlined above. Only the hours spent on the project by Mr. Sbranti will be billed to the City unless additional staffing by HBCG is specifically requested. Any incidental reimbursable expenses will be billed to the City at actual cost plus 10%.

We appreciate the opportunity to provide this proposal to the City of Antioch and look forward to working with you on this important project. We are available to answer any questions or provide additional information you may have related to our project scope of work or approach described above. We look forward to hearing from you soon.

Sincerely,
HB Consulting Group, Inc.



Harry Burrowes, P. E.
President

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Junior Engineer *VL*

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

SUBJECT: Resolution Approving a Partial Assignment and Assumption Agreement for Vineyards Promenade at Sand Creek Subdivision 9390 from GBN Partners, LLC to Tri Ponte Homes, Inc. and Hearthstone, LLC

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a Partial Assignment and Assumption Agreement for Vineyards Promenade at Sand Creek subdivision 9390 from GBN Partners, LLC to Tri Ponte Homes, Inc. and Hearthstone, LLC

FISCAL IMPACT

There is no projected financial impact.

DISCUSSION

On October 17, 2016, the developers of Vineyards Promenade at Sand Creek subdivision 9390, GBN Partners, LLC entered into a development agreement ("Attachment B") with the City of Antioch to ensure obligations with the City and conditions associated with approval of the Vesting Tentative Map are met.

In July 2018, the City of Antioch administratively approved a partial assignment agreement ("Attachment D"), transferring the assumption of ownership and rights of the originally approved development agreement and entitlements from GBN Partners, LLC to BMCH California, LLC for phases 1-3 of the Vineyards Promenade at Sand Creek project.

GBN Partners, LLC has now requested that another partial assignment agreement ("Attachment C") be executed and approved due to the sale of remaining phases 4-6 of the Vineyards Promenade at Sand Creek project, to Tri Ponte Homes, Inc and Hearthstone, LLC.

Hearthstone, LLC and Tri Ponte Homes will assume responsibility for the Development Agreement and Project Approvals for the remainder of the project for phases 4-6.

ATTACHMENTS

- A. Resolution
- B. Development Agreement
- C. 2020 Partial Assignment and Assumption Agreement
- D. 2018 Partial Assignment and Assumption Agreement
- E. Vicinity Map

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT FOR VINEYARDS PROMENADE AT SAND CREEK SUBDIVISION 9390 FROM GBN PARTNERS, LLC TO TRI PONTE HOMES, INC. AND HEARTHSTONE, LLC

WHEREAS, on October 17, 2016, developers GBN Partners, LLC entered into a Development Agreement with the City of Antioch;

WHEREAS, in July 2018 GBN Partners, LLC transferred all benefits and burdens of the Development Agreement and associated approvals to BMCH California, LLC for phases 1-3 of project through a partial assignment agreement approved by the City;

WHEREAS, developer GBN Partners, LLC has requested that upon the sale of phases 4-6 of Vineyards Promenade at Sand Creek Subdivision 9390, GBN Partners, LLC shall transfer all remainder benefits and burdens of the Development Agreement and associated approvals to Tri Ponte Homes, Inc. and Hearthstone, LLC;

WHEREAS, the proposed partial assignment and assumption of development agreement is attached hereto as Attachment C and

NOW, THEREFORE, BE IT RESOLVED that the recitals above are true and correct and the City Council of the City of Antioch hereby approves the partial assignment and assumption of development agreement and authorizes the City Manager to execute the agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

 E
Agenda Item #

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Clerk



CONTRA COSTA Co Recorder Office

JOSEPH CANCIAMILLA, Clerk-Recorder

DOC - 2016-0270024-00

Check Number

Tuesday, DEC 13, 2016 12:47:27

CPY \$26.00 | FRE \$0.00 |

Ttl Pd \$26.00 Nbr-0002798732

kat / R6 / 1-26



(Space Above This Line Reserved For Recorder's Use)
Exempt from Recording Fees Pursuant to Gov. Code Section 27383

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
GBN PARTNERS, LLC**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and GBN Partners, LLC, a Delaware limited liability company ("**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 Government Code (the "**Statute**") is entered into as of October 17, 2016, (the "**Effective Date**") in the following factual context:

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 is the owner of approximately 142 acres of real property located in the City of Antioch, Contra Costa County more particularly described in *Exhibit A* to this Agreement (the "**Property**"), known as Promenade/Vineyards at Sand Creek, which Developer plans to develop as either a single-family market-rate residential community or as an age-restricted Active-Adult residential community (the "**Project**"). The planning, development, construction, operation and maintenance of the Project is more particularly described in, and reviewed and analyzed by, the Environmental Impact Report (SCH # 2014092010, "**EIR**") prepared in conjunction with the Project and its below-described "**Project Approvals**." In accordance with the California Environmental Quality Act (Pub. Res. Code §§ 21000 et seq.) and its Guidelines (C.C.R., Title 14 §§ 15000, et seq.), as each is amended from time to time (collectively, "**CEQA**"), City certified as adequate and complete the EIR. Pursuant to CEQA, a mitigation/monitoring program for the Project was approved by the City Council. The City has determined that no additional environmental review is necessary in connection with its consideration, approval and execution of this Agreement.

C. The Project has been designed as a private, gated residential community, where housing and recreation are integrated into one cohesive whole. Key components include pedestrian and bicycle friendly streets, private recreational opportunities, a mix of housing opportunities, distinctive architecture and landscape elements, and a vibrant neighborhood community center.

D. As of the execution of this Agreement, various land use regulations, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively, "Existing Approvals", contained in *Exhibit B* to this Agreement), including without limitation, all of the following (including their text, diagrams and conditions of approval):

1. "EIR" (defined in Recital B above).
2. "General Plan Amendment" – (GPA 14-01) – Redesignating the Property from Business Park to Residential, and exempting the Property from the City regulations (including without limitation City Ordinance No. 2005/41) relating to an alternative process for the project applications within the Sand Creek Focus Area (collectively, "GPA").
3. "Master Development Plan/Planned Development Rezone" – (PD 14-03) – A Planned Development District with Design Guidelines to guide future development of the community and a Master Development Plan (collectively, the "Rezoning").
4. "Vesting Tentative Map/Final Development Plan" – (Subdivision 9390) – Subdivision map and Final Development Plan reflecting roads, infrastructure and up to 650 single-family residential lots, which lots can also be developed as age-restricted units in their entirety. The Vesting Tentative Map/Final Development Plan will employ multiple (phased) final maps, creating separate phases of the Project (currently approximated at 6 phases) (collectively, the "VTM"). The VTM includes a Preliminary Phasing Plan consistent with the VTM to facilitate development of the Property. The Preliminary Phasing Plan is included as part of the VTM approval, including the conditions of approval that accompany the VTM (contained in *Exhibit B* to this Agreement), and shall be included within any reference in this Agreement to VTM.

E. "Subsequent Approvals" (each referred to individually as a "Subsequent Approval") shall mean those permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City on or after the Effective Date of this Development Agreement. Subsequent Approvals include without limitation new permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), as well as amendments to Existing Approvals.

F. On January 6, 2016, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the EIR, GPA, Rezone, VTM and this Agreement to the City Council pursuant to Resolution No. /2016-2, 2016-03, 2016-05, 2016-06 and 2016-04.

G. On February 9, 2016, at a duly noticed public hearing, the City Council certified the EIR pursuant to Resolution No. /2016/11, approved the GPA pursuant to Resolution No. /2016/12 approved the Rezone pursuant to Ordinance No. 2013-C-5 and approved the VTM pursuant to Resolution No. /2016/13.

H. The City Council has found that, among other things, this Agreement and the Project Approvals, are consistent with its General Plan and has been reviewed and evaluated in accordance with California Government Code §§65864 *et seq.*

I. On February 23, 2016, at a duly noticed public hearing, the City Council adopted Ordinance No. 2112-C-5 approving this Agreement, a copy of which is attached as *Exhibit C* to this Agreement.

AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 TERM

1.1. The term of this Agreement ("Term") shall commence as of the Effective Date and continue to and including October 17, 2031. The expiration of the term of this Agreement 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. Pursuant to Government Code section 66452.6(a) and this Agreement, in addition to other extensions available under the Subdivision Map Act, the term of the Vesting Tentative Map and any other tentative map, vesting tentative map, tentative parcel map, vesting tentative parcel map, final map or vesting final maps, or any new such map or any amendment to any such map, or any resubdivision (collectively referred to as "**Subdivision Document**") relating to the Project shall automatically be extended to and until the later of the following:

1.2.1 The Term; or

1.2.2 The end of the term or life of any such Subdivision Document otherwise given pursuant to the "**Subdivision Map Act**" (defined herein) and/or local regulation not in conflict with the Subdivision Map Act.

1.3. If this Agreement terminates for any reason prior to the expiration of the vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, "**Vesting Map**"), such termination of this Agreement shall not affect Developer's right to proceed with development under such Vesting Map in accordance with only

the applicable law so vested under the Vesting Map, for the life of such vested rights given by such Vesting Map.

1.4. The term of any and all Project Approvals, including without limitation, all development plans, development permits, or other permit, grant, agreement, approval or entitlement for the general development of all or any part of the Project and Property, shall be to and until the later of the following:

1.4.1 The Term; or

1.4.2 The term or life of any Subdivision Document pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act.

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. However, if Developer proceeds, it shall comply the Applicable Law, as defined in this Agreement, including without limitation, Section 2.2. below.

2.2. Applicable Law. The rules, regulations and official policies governing permitted uses of the Property, density and improvement requirements applicable to development of the Property shall be the ordinances, rules, regulations, and official policies in force and effect on the Effective Date of this Agreement, except as otherwise provided in the Project Approvals or this Agreement (the "**City Regulations**"). The law applicable to the Project during the Term of this Agreement shall be only the following: (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.

2.3. Fees, Taxes and Assessments.

2.3.1 Development Fees. During the Term, Developer shall pay only those City-imposed development fees (collectively, "**Development Fees**") in force and effect as of the Effective Date. The Project has been approved for development as either a single-family market-rate residential community in its entirety or as an age-restricted "active-adult" residential community in its entirety. Developer, in its sole and exclusive discretion shall determine which residential development to pursue. If Developer decides to pursue an age-restricted "active-adult" residential community and if City, in its sole and absolute discretion, has implemented an active adult fee category after completion of a nexus study and adoption of such fees, Developer shall be subject to such fees. Development Fees shall be paid at the rate in effect at the time of building permit issuance.

(a) The Project shall not be subject to any existing or future Development Fees related to affordable housing, public art, Residential Development Allocation Fee(s)/Growth Management Fees, or Habitat Conservation Plan (HCP) fees. The project is progressing with environmental permitting through the State and Federal Agencies, but the project may at its option participate in an HCP.

(b) Developer has agreed to dedicate right-of-way and complete certain improvements required by the Project Approvals to Hillcrest Avenue, Sand Creek Road and Heidorn Ranch Road as described in the Project Approvals. Therefore, the Project shall not be subject to any existing or future Development Fees relating to local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind or any other Development Fees relating to such local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind. The project is subject to regional transportation fees (East Contra Costa Regional Fee and Financing Authority) in place at the time of building permit.

(c) Developer has agreed to be financially responsible for half of two public-benefit traffic signal improvements – one at Sand Creek Road at Hillcrest Avenue and the second at Sand Creek Road at Heidorn Ranch Road – neither of which are necessitated by project traffic alone, but are required by the Project Approvals and described in the Project Approvals. The developer will construct these signals and be reimbursed 50% by adjacent development or the City of Brentwood or deposit funds with the City for 50% of the signals as required by the Conditions of Approval. Therefore in consideration of the portion of these two traffic signals, the Project will not be subject to traffic signal fees or eligible for traffic signal reimbursements.

(d) Incentivize Community Benefit Infrastructure Construction, The City and the community have a significant interest in ensuring that the Project proceeds in an orderly fashion as part of the overall improvement of the community. In an effort to incentivize Developer's construction of important infrastructure in the Sand Creek Focus Area, from the date of the issuance of the first building permit for a non-model residential dwelling unit ("**Permit Issuance Date**") until the fifth anniversary of the Permit Issuance Date (5 years), the Development Fees Developer shall pay are the Development Fees in effect on a Citywide basis at the Permit Issuance Date, depending on the residential type of the Project (market rate or active adult). Notwithstanding the forgoing, the City may, at City's sole and exclusive discretion, on an annual basis, and pursuant to any applicable City Municipal Code requirements, increase or decrease (as appropriate) the amount of such Development Fees by a percentage not to exceed the percentage increase or decrease (as appropriate) for the prior calendar year in the Engineering News Record Construction Cost Index for the Region ("**Index-Adjusted Fees**"); however, Developer shall pay that Development Fee that is lower: the then-current City-wide Development Fee otherwise applicable to similar projects or the Index-Adjusted Fees.

2.3.2 Processing Fees. For the purposes of this Agreement, "Processing Fees" shall mean processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City for City staff and consultant time and resources spent reviewing and processing Developer's applications for Project Approvals, or for monitoring compliance with and reviewing submittals for any Project Approvals. Developer

shall pay all Processing Fees, as such fees and charges are adjusted from time to time. "Processing Fees" shall not mean and include Development Impact Fees or any other fee, tax or assessment. The foregoing notwithstanding, no fees other than Processing Fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

2.3.3 Taxes and Assessments. Except as otherwise provided in this Agreement or the Project Approvals, during the Term, Developer shall pay only those City-imposed land-based taxes and assessments in force and effect as of the Effective Date, except for a tax or assessment agreed upon by Developer, a tax or assessment imposed as a result of the implementation of a financing mechanism to fund improvements or services or a Proposition 218 voter approved assessment.

2.4. Construction and Timing of Improvements.

2.4.1 Developer shall construct the improvements required by, and more particularly described in, the conditions of approval contained in *Exhibit B*. 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, the work shall be performed in accordance with industry standards and in good and workmanlike manner, as approved by the City Engineer.

2.4.2 The Parties acknowledge that the Project may be built in phases different from those set forth in the Preliminary Phasing Plan attached in *Exhibit B*. The timing of certain improvements set forth in the conditions of approval were based on the Preliminary Phasing Plan. If the City Engineer approves changes to the phasing of the Project from that in the Preliminary Phasing Plan in a manner that impacts the timing for the construction of the improvements set forth therein, the City Engineer has the authority to change the timing for those improvements to be consistent with the changes to the phasing. Such changes will automatically be incorporated into the Project Approvals and will not require an amendment to the Project Approvals, including this Agreement.

2.5. Subdivision and Other Agreements; Multiple Final Maps. Developer shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Developer may file multiple final maps in accordance with 3.5 below.

2.6. Design Review. The Project Approvals include Design Review Guidelines but do not include design review approval, which Developer has yet to obtain. Developer's design review applications and submittals shall be consistent with the Vineyards at Sand Creek Design Review Guidelines approved by the City. The designs shall incorporate a level of quality craftsmanship consistent with projects completed in similar regional markets.

2.7. Sand Creek Focus Area (SCFA) Sewer Trunk Line Improvements. Developer shall provide a sewer study and coordinate with the design, rights-of-way and easement needs of the major sewer trunk line through the Property in order to help facilitate the construction of the major sewer trunk line to benefitting properties, as more particularly

described in the conditions of approval attached in **Exhibit B** (collectively, "**SCFA Sewer Trunk Line Improvements**"). If desired, the Developer shall create a land-based financing mechanism or participate in another mechanism acceptable to the City that will fairly distribute the cost of formation, design, offsite construction, upsizing and advance funding of the Sewer Trunk Line Improvements amongst the benefitting property owners in and around the Sand Creek Focus Area, as approved by the City Engineer. For property that will benefit from the Sewer Trunk Line Improvements, the City shall require, by imposing a condition of approval, inserting a requirement into a Development Agreement or otherwise, an obligation on that property (and the property's owner(s)) to reimburse Developer for such other property's (and its owner(s)) proportional share (fair share) of these identified Sewer Trunk Line Improvements at the earlier of the filing of a final map or issuance of a building permit on the affected property. The City shall collect the reimbursement amounts if and when such properties develop, and distribute that amount to Developer on a quarterly basis. City shall assist Developer as needed, including without limitation, taking those actions set forth in Section 2.14 of this Agreement. Upon acceptance by the City, the SCFA Sewer Trunk Line Improvements shall be maintained by City.

2.8. Parks, Trail Improvements and Landscaped Areas. Developer shall, at its sole cost and expense, design, construct and dedicate to the City, Parcel G, located south of the future extension of Sand Creek Road, as more particularly described in the conditions of approval attached in **Exhibit B** ("**Parcel G Water Quality & Detention Basin**"). Upon acceptance by the City, the Parcel G Water Quality & Detention Basin shall be owned by the City and maintained by the Lighting and Landscaping District. Developer shall also, at its sole cost and expense, construct the Sand Creek Regional Trail as more particularly described in the conditions of approval attached in **Exhibit B** ("**Trail Improvements**"). Upon acceptance by the City, the Trail Improvements and open space parcel it travels through, shall be maintained by the City or the Lighting and Landscape District. Developer shall, at its sole cost and expense, design and construct park and landscaped areas, as more particularly described in the conditions of approval attached in **Exhibit B**. The parks identified on Parcel A and Parcel D shall also be designed and landscaped by Developer and shall be dedicated to and maintained by the Homeowners Association ("**Parcel A Park**" and "**Parcel D Park**," respectively.) Parcel A Park is 2.13 acres and Parcel D Park is 3.47 acres for a combined total park acreage of 5.6 acres, as required by and in conformance with the Antioch Municipal Code.

2.9. Homeowners Association. Developer shall establish a Homeowners Association ("**HOA**") for the Project in conformance with the regulations set forth by the State Bureau of Real Estate.

2.9.1 Subject to approval by the State, the City Attorney and Community Development Director shall review and approve the HOA's conditions, covenants and restrictions ("**CC&Rs**") for conformance with this Agreement and the Project Approvals prior to the issuance of the first building permit for the Project. In addition, the City Attorney and Community Development Director may suggest modifications to the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, parking, open space, storm water facilities and the prohibition of nuisances. The applicant shall consider all such City-suggested modifications to such CC&Rs, and shall make those modifications that are reasonable and cost-effective.

2.9.2 The CC&Rs shall include the following provisions and requirements:

- (a) The City shall have rights of entry to the Project streets and public spaces.
- (b) Any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City.
- (c) A homeowner must secure a business license before a home can be rented as required by Municipal Code Section 3-1.217.
- (d) The front yards must be adequately maintained.
- (e) Any modifications to these requirements must be approved in advance by the City.

2.9.3 The City shall not have the right of enforcement of the CC&Rs, but the City shall have the right of enforcement of all legal and equitable remedies available to the City, including without limitation the following:

- (a) The right to enforce its ordinances and regulations, including without limitation, Antioch Municipal Code Title 4 Chapter 7 (Weed and Rubbish Abatement), Chapter 10 (Abandoned, Wrecked, Dismantled or Inoperative Vehicles), and Chapter 16 (Repair of Vehicles and Boats in Residential Districts); and Antioch Municipal Code Title 5 Chapter 1 (including property/yard maintenance, abatement procedures, and nuisances), Chapter 8 (Public intoxication), and Chapter 20 (Rental Dwelling Unit Maintenance and Inspection Program); and
- (b) 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.

2.10. City Services. City shall provide wastewater collection and police services to the Project (or any and all portions thereof) to the same degree as all other users of such services and facilities in the City.

2.11. Police Services Funding.

2.11.1 Formation or Participation in a Police Services Financing Mechanism. In order to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan, at the direction of the City, Developer shall either establish, or participate in (if one has already been established), a land-based financing mechanism in the form of a community facilities district, special tax or other means, as to the Property. The City and Developer shall work cooperatively in forming such a police services financing mechanism. The costs related to forming such financing mechanism, including consultant costs, shall be paid by Developer ("**Formation Costs**"). It is the intent of the City to require other property, as such other property develops, to annex into or become subject to such financing mechanism. For such other property, the City shall require, by imposing a condition of approval, inserting a requirement in a development

agreement, or otherwise, an obligation/requirement on such other property (and the property's owner(s)) to reimburse Developer for such other property's (and its owner(s)) proportional share (fair share) of the Formation Costs ("**Formation Cost Reimbursement**"). The City shall require and collect the Formation Cost Reimbursement at the earlier of the filing of the final map or issuance of a building permit for any such other property on behalf of Developer and distribute that collected amount to Developer on a quarterly basis. Developer shall provide the Formation Costs, with supporting documentation, to the City.

2.11.2 Financial Obligation of the Developer. For the Term, the amount of the financial obligation for police services for the Project developed as a single family market rate (non-active adult) residential development (assuming an average of 3.22 persons per dwelling unit) related to police services funding shall not exceed \$445.00 per each Project lot upon which a single-family residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$445 maximum pursuant to the Consumer Price Index for the San Francisco Bay Area. However, if the Project is developed as an active adult residential development, then the assumed average occupancy of a dwelling unit shall be 1.8 persons per dwelling unit, and the police services funding shall not exceed \$250 per each Project lot upon which an active adult residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$250 maximum owing per active adult residential dwelling pursuant to the Consumer Price Index for the San Francisco Bay Area. The requirements of this Section 2.11.2 shall be waived if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services, which shall not include the business license tax approved by voters in 2014 (Measure O) or any additional sales tax or extension of such sales tax.

2.12. Establishment of Facilities and Infrastructure Financing Mechanisms.

2.12.1 Upon Developer's request and in connection with the development of any phase of the Project, City shall consider, in its sole and absolute discretion, establishing a mechanism(s) that is legal and available to the City to aid in financing the construction, maintenance, operation of (or other financeable aspect of) "**Facilities and Infrastructure.**" "**Facilities and Infrastructure**" as used in this Agreement shall mean and include all onsite facilities and infrastructure and all offsite facilities and infrastructure needed for the Project. These mechanisms may include, without limitation, direct funding of condemnation costs and construction costs, acquisition of improvements, establishing reserve accounts to fund capital improvement program projects, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Infrastructure Finance Districts, special taxes and/or other similar mechanisms (collectively, "**Facilities Financing Mechanism(s)**"), and issuing any debt in connection therewith ("**Debt**"). Included goals of such Facilities Financing Mechanisms shall be to: ensure that each development project using Facilities and Infrastructure pay its proportional share of the cost of providing such Facilities and Infrastructure to such development project ("**Fair Share Contribution**"), that development projects that advance the construction or funding of the construction of all or a portion of such Facilities and Infrastructure ("**Advancing Projects**") be reimbursed for that costs of that construction or construction funding that is in excess of such Advancing Projects' Fair Share Contribution (collectively, "**Reimbursement Amounts**"), and that any and all Reimbursements Amounts owing to Advancing Projects be

collected from those other projects that are not Advancing Projects at the earliest stage possible, but no later than building permit issuance.

2.12.2 Developer's request that City establish a Facilities Financing Mechanism and issue Debt shall be made to the City Manager in written form, and shall outline the purposes for which the Facilities Financing Mechanism and Debt will be established or issued, the general terms and conditions upon which it will be established or issued and a proposed timeline for its establishment or issuance.

2.12.3 City's participation in forming any Facilities Financing Mechanisms approved by City (and its operation thereafter) and in issuing any Debt approved by the City will include all of the usual and customary municipal functions associated with such tasks including, without limitation, the formation and administration of special districts, the issuance of Debt, the monitoring and collection of fees, taxes, assessments and charges such as utility charges, the creation and administration of enterprise funds, the enforcement of debt obligations and other functions or duties authorized or mandated by the laws, regulations or customs relating to such tasks.

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, to protect Developer's vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Developer so that Developer receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming a Communities Facilities District(s) or other appropriate financing district(s) or mechanisms, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project. To this end, any part of the Applicable Law that involves the exercise of judgment, discretion and/or action by City Staff, the City Planning Commission and/or the City Council shall require that such exercise of judgment, discretion and/or action be done in a reasonable manner.

3.2. Eminent Domain. Developer shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals. In the event that an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Developer may request City assistance. Provided that Developer provides adequate funding and enters into an agreement with the City setting forth the terms of City's obligations, in a form approved by City in its reasonable discretion, City shall promptly and timely negotiate and seek the purchase of the necessary property, including the possible consideration of City's use of its power of eminent domain (condemnation) to acquire such real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity.

3.3. Vested Development Rights. Through this Agreement and the Applicable Law it describes, Developer has the vested right to develop the Property in accordance with the

Applicable Law, which Applicable Law includes this Agreement, the City Regulations and the Project Approvals, with the reservations of authority set forth in Section 3.6 below. Any City ordinance, resolution, minute order, rule, motion, policy, standard, specification, or a practice adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not part of the Applicable Law and that takes effect on or after the Effective Date is hereby referred to as a "New City Law(s)." During the Term, no New City Law(s) shall be applied to the Project and/or Property except as otherwise set forth herein, including without limitation, the New City Laws set forth in Section 3.6 below.

3.4. Permitted Uses. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings and other structures, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes and other terms and conditions applicable to the Project/Property shall be those set forth in the Project Approvals, which City confirms and vests by this Agreement. As Subsequent Approvals are adopted and therefore become part of the Applicable Law, the Subsequent Approvals will refine the permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project/Property. City shall not require Developer to reserve or dedicate land for public purposes except as expressly required by the Applicable Law, including without limitation, the Project Approvals.

3.5. Subdivision and Other Agreements. The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with the Applicable Law or that requires more work than is required by the Applicable Law, provided however that the Parties agree and understand that Developer will be required to enter into subdivision improvement agreements as set forth in this Agreement. The City shall allow Developer to file multiple final maps, if Developer desires, in accordance with the Subdivision Map Act, as amended from time to time.

3.6. 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:

3.6.1 New City Laws regarding Processing Fees, provided such Processing Fees are adopted pursuant to controlling law and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.2 New City Laws relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.3 New City Laws governing construction standards and specifications, 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.

3.6.4 New City Laws 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.

3.6.5 Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5: "In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations."

3.6.6 Notwithstanding anything to the contrary provided herein, Developer shall have the right to challenge in court any New City Laws that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement, including without limitation any of the items listed in this Section 3.6 (subsections 3.6.1 through 3.6.6).

ARTICLE 4 AMENDMENT

4.1. Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval (hereafter in the ARTICLE 4, an "Approval") may, from time to time, be amended or modified in the following manner:

4.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, the Director of Community Development, or his/her designee (collectively "**Authorized Official**") shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project Approvals as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an "**Administrative Project Amendment**" and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final

development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

4.1.2 Non-Administrative 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.

4.1.3 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 Approvals and vested under this Agreement.

4.2. 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:

4.2.1 Administrative Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Developer. Such amendments ("Administrative Agreement Amendment") shall, except to the extent otherwise required by law, become effective without notice or public hearing.

4.2.2 Non-Administrative 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.

4.2.3 Subsequent Approvals. No amendment of this Agreement shall be required in connection with the issuance/approval of any Subsequent Approval Developer seeks and secures or any New City Laws that Developer elects to be subject to (in Developer's sole and exclusive discretion) ("New City Regulation"). Any such Subsequent Approval or New City Regulation shall be vested into by Developer and City when it becomes effective under controlling law. City shall not amend or issue any Subsequent Approval unless Developer requests such an amendment or issuance from City.

ARTICLE 5

ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

5.1. Assignment of Interests, Rights and Obligations. Nothing in this Agreement shall limit the right of Developer to freely alienate, transfer or assign ("Assign" or "Assignment") all or any portion of the Property, except that Developer may only Assign all or

any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto, subject to both of the following:

5.1.1 The requirements of this ARTICLE 5; and

5.1.2 To a third party who acquires an interest or estate in Developer and/or the Property or any portion thereof including, without limitation, a third party who is a purchaser or ground lessee of lots, parcels or improvements (an "Assignee").

5.2. Assignment Agreements.

5.2.1 Written Assignment Agreement. In connection with an Assignment by Developer (other than an Assignment by Developer to an Affiliated Party (as defined below), to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3)), Developer and the Assignee shall enter into a written agreement (an "Assignment Agreement"), with City's consent in writing to such Assignment, which consent shall not be unreasonably withheld, regarding the respective interests, rights, benefits, burdens and obligations (collectively, "benefits and burdens") of Developer and the Assignee in and under this Agreement and the Project Approvals. Such Assignment Agreement shall (i) set forth the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned to Assignee, (ii) transfer to the Assignee the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned, and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the Assignment. Developer shall notify the City in writing that Developer plans to execute a Assignment Agreement at least 30 days in advance of the proposed execution date of the Assignment Agreement, and Developer shall provide City with such information as may be required by City to demonstrate the Assignee's qualifications (including financial ability) to the Assignment. City shall have 30 days from the date of receipt of such notice from Developer to review the information and to provide City's determination to Developer regarding City's consent to the Assignment. City may withhold its consent to the Assignment if the City reasonably determines that the Assignee, or an entity with similar or related ownership or control as Assignee, lacks the financial ability to assume the obligations involved with the Assignment or the Assignment Agreement does not adequately address the division of the obligations and requirements of this Agreement. If City consents to the Assignment, Developer shall be released from its benefits and burdens as set forth in the Assignment Agreement. If City does not consent to the Assignment, 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. An "Affiliated Party" is defined as any corporation, limited liability company, partnership or other entity which is controlling of, controlled by, or under common control with Developer, and "control," for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

5.2.2 Binding. Upon City approval of, execution and recordation in the Official Records of Contra Costa County of an Assignment Agreement, and a "Memorandum of Assignment" (in a form substantially similar to the Memorandum of Assignment set forth in *Exhibit D* to this Agreement), the Assignment Agreement shall be binding on Developer, the City and the Assignee, and shall release Developer from those benefits and burdens of this

Agreement and the Project Approvals expressly assigned and transferred in the Assignment Agreement.

5.3. Home Purchaser. The burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither an Assignment Agreement nor the City's consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased to a lessee for a period in excess of one year. The purchaser or lessee in such a transaction and its successors ("**Home Purchaser**") shall be deemed to have no obligations under this Agreement.

5.4. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City's remedies to terminate the rights of Developer and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

5.4.1 Mortgagee Not Obligated. The provisions of 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, 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.

5.4.2 Notice of Default to Mortgagee. If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer 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 6

COOPERATION IN THE EVENT OF LEGAL CHALLENGE; INDEMNITY

6.1. Indemnity. Developer shall defend, indemnify, and hold harmless the City from any legal action brought by any third party concerning: (i) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Agreement; and (iii) the implementation of this Agreement through

such further actions, measures, procedures, and approvals as are necessary to satisfy the Agreement's requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not unreasonably be withheld. Developer shall be exclusively responsible for paying all costs, damages, attorney fees, and other court-ordered compensation awarded to any third party (whether awarded against the City, Developer, or any other party) in any legal action in which its Developer' duties to defend, indemnify, and hold the City harmless arise under this Section. City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of any such action.

6.2. Limitations on Indemnity. The parties expressly recognize that the obligations stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, tortious act, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special district that is formed by, or that receives funding, as a result of any term or condition of this Agreement.

ARTICLE 7

DEFAULT; TERMINATION; ANNUAL REVIEW

7.1. Default.

7.1.1 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 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 8 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

7.1.2 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.

7.1.3 Procedure for Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 8 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 said public 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 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.

7.1.4 Procedure for Default by City. If the City is alleged by Developer to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Developer may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

7.2. 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, 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, 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.

7.3. Annual Review. Throughout the term of this Agreement, at least once every 12 months, Developer shall provide City with a written report in demonstrating Developer's good-faith compliance with the terms and conditions of this Agreement (the "**Written Report**"). City's 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. If before the public hearing, such response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

7.4. 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. Developer shall have the right, in its sole discretion, to record the Notice of Compliance.

ARTICLE 8 DISPUTE RESOLUTION

8.1. 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 or the City's Municipal Code.

8.2. 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 8.3.

8.3. Mediation. Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the "**Mediation**"), conducted by JAMS/Endispute, Inc. ("**JAMS**") or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 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 15 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.

8.4. Injunction. Nothing in this ARTICLE 8 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 9 MISCELLANEOUS

9.1. 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.

9.2. 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.

9.3. 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, Subsequent Approvals or this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

9.4. 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.

9.5. Covenants Running with the Land. Subject to the Assignment provisions in ARTICLE 5, 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 owner, Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

9.6. 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.

9.7. 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.

9.8. 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.

9.9. Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any City business day before 5:00 PM local time and on the next City business day if received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, or (ii) delivery by messenger, express or air courier or similar courier, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to City: City of Antioch
 Attention: City Manager
 200 H Street
 Antioch, CA 94509
 Telephone: (925) 779-7011
 Facsimile: (925) 779-7003

With a mandatory City Attorney
copy to: City of Antioch
 200 H Street
 Antioch, CA 94509
 Telephone: (925) 779-7015
 Facsimile: (925) 779-7003

If to Developer: GBN Partners, LLC
 Attention: Matthew D. Beinke
 3820 Blackhawk Road
 Danville, CA 94506
 Telephone: (925) 736-1571
 Facsimile: (925) 736-0309

With a mandatory Nossaman LLP
copy to: Attention: Michael Patrick Durkee
 50 California Street, 34th Floor
 San Francisco, CA 94111
 Telephone: (415) 398-3600
 Facsimile: (415) 398-2438

In this Agreement "City business days" means days that the Antioch City Hall is open for business and does not currently include 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 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.

9.10. Entire Agreement and Exhibits. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Developer. The following exhibits are attached to this Agreement and incorporated for all purposes:

<i>Exhibit A</i>	Property Description.
<i>Exhibit B</i>	Existing Approvals.
<i>Exhibit C</i>	Ordinance Approving Agreement.
<i>Exhibit D</i>	Memorandum of Assignment.


9.11. 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.

9.12. Recordation of Development Agreement. Pursuant to Section 65868.5, no later than ten days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

This Agreement has been entered into by and between Developer and the City as of the Effective Date.


CITY:

City of Antioch, a municipal corporation

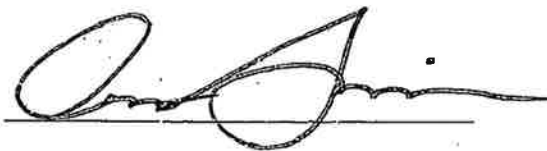
By: 
City Manager
Steven Duran

APPROVED AS TO FORM:

By:


City Attorney

ATTEST:

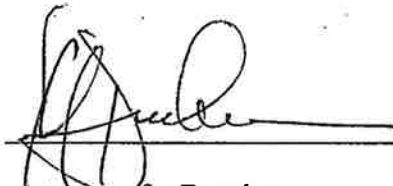
By: 
City Clerk

DEVELOPER:

GBN Partners, LLC, a Delaware limited liability company

By: 
Matthew D. Beinke, Partner

APPROVED AS TO FORM:
Nossaman LLP

By: 
Attorneys for Developer
Michael Durkee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of CONTRA COSTA)

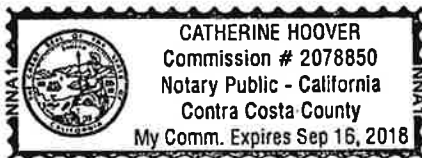
On OCT 25, 2016 before me, CATHERINE HOOVER NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL DURKEE
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Catherine Hoover
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of CONTRA COSTA)

On OCT 17 2016 before me, CATHERINE HOOVER, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared MATTHEW D BEINKE
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Catherine Hoover
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

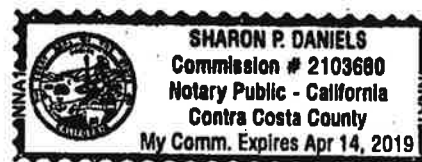
County of Contra Costa

On 11/8/16 before me, Sharon P. Daniels, Notary Public, personally appeared STEVEN DURAN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Sharon Daniels
Sharon P. Daniels



I hereby certify that this is a true
And correct copy of the original
On file in this office.

ATTEST DEC 13 2016

Joseph E. Canciamilla

County Clerk

Contra Costa County, California

By

Deputy Clerk

ATTACHMENT "C"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Clerk

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement (the "**Assignment Agreement**") is made and entered into as of _____, 202_, by and among the CITY OF ANTIOCH, a municipal corporation (the "**City**"), GBN PARTNERS, LLC, a Delaware limited liability company ("**Developer**"), and Tri POINTE HOMES, INC., a Delaware corporation ("**Tri Pointe**") and _____, LLC, a _____ limited liability company ("**Hearthstone**") (Tri Pointe and Hearthstone are collectively referred to herein as ("**Assignee**") with reference to the following facts:

A. The City and Developer entered into that certain Development Agreement (the "**Development Agreement**") dated October 17, 2016 and recorded December 13, 2016 as Instrument No. 2016-0270024-00 in the Official Records of Contra Costa County, California (the "**Official Records**"). Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Development Agreement.

B. The Development Agreement addresses the development of certain real property more particularly described therein (the "**Property**") as a single-family market-rate residential community or as an age-restrictive Active-Adult community known as Promenade/Vineyards at Sand Creek (the "**Project**").

C. Concurrently with recordation of this Assignment Agreement, Hearthstone is acquiring a portion of the Property, as more particularly described in Exhibit "A" attached hereto (the "**Assigned Property**").

D. Section 5.2.1 of the Development Agreement provides for the assignment by Developer of all or any portion of Developer's interests, rights, or obligations in the Development Agreement to third parties upon approval by the City, such approval not to be unreasonably withheld.

E. Developer has agreed to transfer and convey to Hearthstone, and Hearthstone has agreed to assume, all benefits and burdens of the Development Agreement and the Project Approvals that relate to the Assigned Property.

F. Hearthstone and Tri Pointe have an agreement pursuant to which (i) Tri Pointe has the obligation to develop the Assigned Property, and (ii) Tri Pointe has the option to purchase lots in the Assigned Property in multiple takedowns.

G. In accordance with Section 5.2.1 of the Development Agreement, Developer has provided to City a written request for consent to assignment, as well as all such information requested by the City to demonstrate Assignee's qualifications for assuming the benefits and burdens. This Agreement is intended to meet the requirements of the Development Agreement (including the obligation to record a Memorandum of Assignment), and is executed with the consent of the City as contemplated in the Development Agreement.

NOW, THEREFORE, in consideration of the usual covenants and agreements of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and are incorporated herein by this reference as though set forth in full.

2. Assignment to Hearthstone. Developer hereby assigns and delegates to Hearthstone all of the benefits and burdens of Developer under the Development Agreement and the Project Approvals that (i) apply exclusively to the Assigned Property, or (ii) apply non-exclusively to the Assigned Property solely to the extent necessary to develop the Assigned Property in accordance with the Development Agreement and the Project Approvals (collectively, the "**Transferred Benefits and Burdens**"); provided, however, Developer will retain all other rights, obligations and duties of Developer under the terms of the Development Agreement and the Project Approvals.

3. Assumption by Hearthstone. Hearthstone hereby accepts and assumes the foregoing assignment and delegation and agrees to perform the Transferred Benefits and Burdens first arising and accruing from and after the date on which the deed from Developer to Hearthstone for the Assigned Property is recorded in the Official Records (the "**Hearthstone Assignment Effective Date**") to the extent not sooner performed by Developer.

4. Assignment to Tri Pointe. If and when Hearthstone transfers any portion of the Assigned Property to Tri Pointe (each such transfer is referred to herein as a "**Takedown**"), then (i) all of the Transferred Benefits and Burdens that relate to such transferred portion will automatically be assigned and delegated to Tri Pointe, and (ii) Tri Pointe, shall automatically accept and assume the foregoing assignment and delegation and agrees for the benefit of Hearthstone, Developer, and City to perform the obligations of Developer under the Development Agreement as it relates to such transferred portion first arising and accruing after the Hearthstone Assignment Effective Date to the extent not sooner performed by Developer. Upon each Takedown, Hearthstone shall be released from the obligations and liabilities under the Development Agreement with respect to any Transferred Benefits and Burdens in connection with such portion of the Assigned Property and any subsequent default or breach with respect to such Transferred Benefits and Burdens shall not constitute a breach or default by Hearthstone with respect to retained rights and obligations under the Development Agreement.

5. City Consent. The City hereby (a) consents to the foregoing assignments and delegations, (b) agrees that this agreement will satisfy all requirements set forth in Section 5.2 of the Development Agreement, and (c) agrees that this Assignment Agreement shall replace and

satisfy the obligation to record a Memorandum of Assignment in connection with the assignments contemplated herein.

6. Effective Date. Each of foregoing assignments and delegations and assumptions, and the City's consent hereto, shall take effect and be binding upon an Assignee upon the later of the following: (a) recordation of this Assignment Agreement, and (b) such Assignee acquiring fee title to any portion of the Assigned Property.

7. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the date and year first above set forth.

DEVELOPER:

GBN PARTNERS, LLC, a
Delaware limited liability
company

By: G Ranch Partners, LLC, a
Delaware limited liability
company, member

By: _____
Stephen P. Beinke,
Managing Member

By: Nunn Ginocchio II, LLC, a
California limited liability
company, member

By: _____
Ronald E. Nunn,
Managing Member

CITY:

CITY OF ANTIOCH, a municipal corporation

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

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

ATTEST:

Arne Simonsen, City Clerk, MMC

ASSIGNEE:

TRI POINTE HOMES, INC, a
Delaware corporation

By: _____
Name: Jeffrey D. Frankel
Title: Senior Vice President

HEARTHSTONE _____, LLC
a _____ limited liability company

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

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

WITNESS my hand and official seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

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

WITNESS my hand and official seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

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

WITNESS my hand and official seal.

EXHIBIT "A"

Legal Description of Assigned Property

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

PARCEL ONE:

LOTS 4, 5, 6, 8 AND 9, INCLUSIVE, AS SHOWN ON THE MAP OF SUBDIVISION 9390, PROMENADE LARGE LOT FINAL MAP VINEYARDS AT SAND CREEK, FILED FOR RECORD ON JULY 13, 2018, IN BOOK 538 OF MAPS AT PAGE 15, IN THE OFFICIAL RECORDS OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

AN UNDIVIDED ONE-HALF (1/2) RIGHT, TITLE AND INTEREST AND ESTATE IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, AS RESERVED IN THE DEED FROM LOUIS D. HEIDORN, ET AL, RECORDED MARCH 12, 1946, BOOK 889, PAGE 43, OFFICIAL RECORDS, AS AMENDED BY QUITCLAIM DEED OF SURFACE OCCUPANCY RIGHTS AND RIGHTS OF INGRESS AND EGRESS RECORDED FEBRUARY 6, 2019, INSTRUMENT NO. 2019-0016441-00, OFFICIAL RECORDS; AND RESERVING SURFACE RIGHTS AS PROVIDED IN LEASES AS SET FORTH THEREIN.

ALSO EXCEPTING THEREFROM:

ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBONS AND MINERALS, AS GRANTED IN THE DEEDS TO LOUIS E. GINUCHIO, ET AL, IN THE DEEDS RECORDED DECEMBER 24, 1964, BOOK 4770, PAGES 803, 806, 812, 827, 830 AND 833, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM:

"ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PORTION OF THE LANDS ABOVE DESCRIBED LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS OR OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF, AND THE RIGHT TO GRANT LEASES FOR ALL OR ANY OF SAID PURPOSES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF", AS RESERVED IN THE DEED FROM PETER GINUCHIO, ET AL, RECORDED APRIL 15, 1963, IN BOOK 4344 OFFICIAL RECORDS, PAGE 290.

ALSO EXCEPTING THEREFROM:

ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS IN AND UNDER THE PROPERTY AND LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF ALL OF THE PROPERTY; TOGETHER WITH THE RIGHT TO TAKE, REMOVE, AND DISPOSE OF ALL SAID OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID REAL PROPERTY OR UPON ANY PART OF SAID REAL PROPERTY ABOVE A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF ALL OF THE REAL PROPERTY. WITHOUT LIMITING THE FOREGOING, GRANTOR (ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS) COVENANTS AND AGREES THAT ALL EXPLORATION FOR AND REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES OR MINERALS SHALL BE SOLELY BY MEANS OF DRILLING FROM OTHER LANDS ADJACENT TO THE PROPERTY OR OTHER METHODS NOT REQUIRING ACCESS OR OPERATIONS ON THE SURFACE OF THE PROPERTY AND, IN ALL INSTANCES, SHALL BE PERFORMED

SO AS NOT TO (i) ENDANGER SAID SURFACE OR ANY STRUCTURE OR OTHER IMPROVEMENT WHICH IS NOW EXISTING ON THE PROPERTY OR MAY BE ERECTED OR CONSTRUCTED ON THE PROPERTY IN THE FUTURE OR (ii) INTERFERE WITH CURRENT OR FUTURE ACTIVITIES OR OPERATIONS ON THE PROPERTY, AS RESERVED IN THE DEED FROM PETER EUGENE GINNOCHIO, AS TRUSTEE OF THE PETER EUGENE GINNOCHIO REVOCABLE LIVING TRUST (SEPARATE PROPERTY) DATED NOVEMBER 6, 2006, ET AL, RECORDED FEBRUARY 19, 2020, AS INSTRUMENT NO. 2020-031181 OF OFFICIAL RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) AS SHOWN ON THE MAP HEREIN ABOVE DESCRIBED, AS RESERVED IN THE DEED TO ARROYO CAP VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 23, 2018, INSTRUMENT NO. 2018-0116526-00, OFFICIAL RECORDS.

APN: 057-030-012-9 (Lot 4), 057-030-013-7 (Lot 5), 057-030-014-5 (Lot 6), 057-030-017-8 (Lot 8) and 057-030-018-6 (Lot 9)

ATTACHMENT "D"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Clerk

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement (the "**Assignment Agreement**") is made and entered into as of _____, 201_, by and among the CITY OF ANTIOCH, a municipal corporation (the "**City**"), GBN PARTNERS, LLC, a Delaware limited liability company ("**Developer**"), and BMCH CALIFORNIA, LLC, a Delaware limited liability company ("**BMCH**") and ARROYO CAP VI, LLC, a Delaware limited liability company ("**Arroyo**") (BMCH and Arroyo are collectively referred to herein as ("**Assignee**") with reference to the following facts:

A. The City and Developer entered into that certain Development Agreement (the "**Development Agreement**") dated October 17, 2017 and recorded December 13, 2016 as Instrument No. 2016-0270024-00 in the Official Records of Contra Costa County, California (the "**Official Records**"). Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Development Agreement.

B. The Development Agreement addresses the development of certain real property more particularly described therein (the "**Property**") as a single-family market-rate residential community or as an age-restrictive Active-Adult community known as Promenade/Vineyards at Sand Creek (the "**Project**").

C. Concurrently with recordation of this Assignment Agreement, Arroyo is acquiring a portion of the Property, as more particularly described in Exhibit "A" attached hereto (the "**Assigned Property**").

D. Section 5.2.1 of the Development Agreement provides for the assignment by Developer of all or any portion of Developer's interests, rights, or obligations in the Development Agreement to third parties upon approval by the City, such approval not to be unreasonably withheld.

E. Developer has agreed to transfer and convey to Arroyo, and Arroyo has agreed to assume, all benefits and burdens of the Development Agreement and the Project Approvals that relate to the Assigned Property.

F. Arroyo and BMCH have an agreement pursuant to which (i) BMCH has the obligation to develop the Assigned Property, and (ii) BMCH has the option to purchase lots in the Assigned Property in multiple takedowns.

G. In accordance with Section 5.2.1 of the Development Agreement, Developer has provided to City a written request for consent to assignment, as well as all such information requested by the City to demonstrate Assignee's qualifications for assuming the benefits and burdens. This Agreement is intended to meet the requirements of the Development Agreement (including the obligation to record a Memorandum of Assignment), and is executed with the consent of the City as contemplated in the Development Agreement.

NOW, THEREFORE, in consideration of the usual covenants and agreements of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and are incorporated herein by this reference as though set forth in full.
2. Assignment to Arroyo. Developer hereby assigns and delegates to Arroyo all of the benefits and burdens of Developer under the Development Agreement and the Project Approvals that (i) apply exclusively to the Assigned Property, or (ii) apply non-exclusively to the Assigned Property solely to the extent necessary to develop the Assigned Property in accordance with the Development Agreement and the Project Approvals (collectively, the "**Transferred Benefits and Burdens**"); provided, however, Developer will retain all other rights, obligations and duties of Developer under the terms of the Development Agreement and the Project Approvals.
3. Assumption by Arroyo. Arroyo hereby accepts and assumes the foregoing assignment and delegation and agrees to perform the Transferred Benefits and Burdens first arising and accruing from and after the date on which the deed from Developer to Arroyo for the Assigned Property is recorded in the Official Records (the "**Arroyo Assignment Effective Date**") to the extent not sooner performed by Developer.
4. Assignment to BMCH. If and when Arroyo transfers any portion of the Assigned Property to BMCH (each such transfer is referred to herein as a "**Takedown**"), then (i) all of the Transferred Benefits and Burdens that relate to such transferred portion will automatically be assigned and delegated to BMCH, and (ii) BMCH, shall automatically accept and assume the foregoing assignment and delegation and agrees for the benefit of Arroyo, Developer, and City to perform the obligations of Developer under the Development Agreement as it relates to such transferred portion first arising and accruing after the Arroyo Assignment Effective Date to the extent not sooner performed by Developer. Upon each Takedown, Arroyo shall be released from the obligations and liabilities under the Development Agreement with respect to any Transferred Benefits and Burdens in connection with such portion of the Assigned Property and , any subsequent default or breach with respect to such Transferred Benefits and Burdens shall not constitute a breach or default by Arroyo with respect to retained rights and obligations under the Development Agreement.
5. City Consent. The City hereby (a) consents to the foregoing assignments and delegations, (b) agrees that this agreement will satisfy all requirements set forth in Section 5.2 of the Development Agreement, and (c) agrees that this Assignment Agreement shall replace and

satisfy the obligation to record a Memorandum of Assignment in connection with the assignments contemplated herein.

6. Effective Date. Each of foregoing assignments and delegations and assumptions, and the City's consent hereto, shall take effect and be binding upon an Assignee upon the later of the following: (a) recordation of this Assignment Agreement, and (b) such Assignee acquiring fee title to any portion of the Assigned Property.

7. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.


[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the date and year first above set forth.

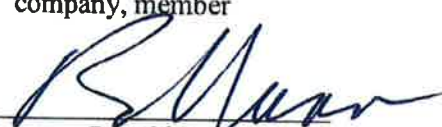
DEVELOPER:

GBN PARTNERS, LLC, a
Delaware limited liability
company

By: G Ranch Partners, LLC, a
Delaware limited liability
company, member


By: 
Stephen P. Beinke,
Managing Member

By: Nunn Ginocchio II, LLC, a
California limited liability
company, member

By: 
Ronald E. Nunn,
Managing Member

ASSIGNEE:

BMCH CALIFORNIA, LLC, a
Delaware limited liability
company

By: 
Name: James W. Fletcher
Title: Division President

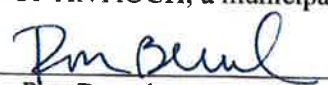
ARROYO CAP VI, LLC,
a Delaware limited liability company

By: Arroyo Capital, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: Executive Vice President

CITY:

CITY OF ANTIOCH, a municipal corporation

By: 
Name: Ron Bernal
Its: City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

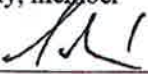

City Clerk
ARDE SIMONSEN, CLK

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GBN PARTNERS, LLC, a
Delaware limited liability
company

By: G Ranch Partners, LLC, a
Delaware limited liability
company, member

By: 
Stephen P. Beinke,
Managing Member

By: Nunn Ginochio II, LLC, a
California limited liability
company, member

By: 
Ronald E. Nunn,
Managing Member

ASSIGNEE:

BMCH CALIFORNIA, LLC, a
Delaware limited liability
company

By: 
Name: James W. Fletcher
Title: Division President

ARROYO CAP VI, LLC,
a Delaware limited liability company

By: Arroyo Capital, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: Executive Vice President

CITY:

CITY OF ANTIOCH, a municipal corporation

By: _____
Name: Ron Bernal
Its: City Manager

APPROVED AS TO FORM:


City Attorney

ATTEST


City Clerk

ARNE SIMONSEN, CLK

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By: G Ranch Partners, LLC, a
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company, member

By: _____
Stephen P. Beinke,
Managing Member

By: Nunn Ginocchio II, LLC, a
California limited liability
company, member

By: _____
Ronald E. Nunn,
Managing Member

ASSIGNEE:

BMCH CALIFORNIA, LLC, a
Delaware limited liability
company

By:

Name: James W. Fletcher
Title: Division President

ARROYO CAP VI, LLC,
a Delaware limited liability company

By: Arroyo Capital, LLC,
a Delaware limited liability company,
its sole member

By: Jeff B. Brouelette
Name: JEFFREY B BROUETTE
Title: Executive Vice President

CITY:

CITY OF ANTIOCH, a municipal corporation

By: _____
Name: Ron Bernal
Its: City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On July 13, 2018 before me, Renee Sheridan Mikus Notary Public, personally appeared James W. Fletcher who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to me within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On July 13, 2018 before me, Janet Silverman, Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Janet Silverman (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On July 13, 2018 before me, Janet Silverman, Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Janet Silverman (Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On July 13, 2018 before me, PETER HUNG CHUNG Notary Public, personally appeared JEFFREY B. BROUETTE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to me within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Peter Hung Chung



JULY 17, 2018
JOB NO.: 0974-051

EXHIBIT A
LEGAL DESCRIPTION
LOTS 1, 2, 3, 7 & 10
PROMENADE LARGE LOT FINAL MAP (538 M 15)
ANTIOCH, CALIFORNIA

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

BEING ALL OF LOTS 1, 2, 3, 7 AND 10, AS SAID LOTS ARE SHOWN AND SO
DESIGNATED ON THE OFFICIAL MAP OF SUBDIVISION 9390, ENTITLED
'PROMENADE LARGE LOT FINAL MAP, VINEYARDS AT SAND CREEK', FILED FOR
RECORD JULY 13, 2018, IN BOOK 538 OF MAPS, AT PAGE 15, IN THE OFFICE
OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

CONTAINING 70.75 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



Joel Garcia
JOEL GARCIA, P.L.S.
L.S. NO. 5285

07-17-2018

ATTACHMENT "E"

VICINITY MAP





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: REJECTION OF CLAIMS: CHINA YOUNG, CLAUD'JANAE YOUNG, MIGUEL MINJARES, MONICA MEADORS-WASHINGTON, AND RAMONA MAYON

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by China Young, Claud'janae Young, Miguel Minjares, Monica Meadors-Washington, and Ramona Mayon.

If the City Council desires to discuss these matters, the City Attorney will schedule them for a future closed session.

ATTACHMENTS

None.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director *fe*

APPROVED BY: Ron Bernal, City Manager

SUBJECT: **Z-80-02 – APPEAL OF REVOCATION OF USE PERMIT FOR
AUTOMOTIVE REPAIR SHOP AT 901 A STREET**

RECOMMENDED ACTION

Staff recommends that the City Council take one of the following actions:

1. Adopt the Resolution Denying the Appeal and Upholding the Planning Commission Revocation of Use Permit Z-80-02;
- or**
2. Adopt the Resolution Granting the Appeal and Modifying Use Permit Z-80-02 to Permit the Continued Operation of the Auto Repair-Major Use with New Operating Conditions.

FISCAL IMPACT

This action will not result in a significant fiscal impact to the City of Antioch. Revocation of the Use Permit may result in a temporary or prolonged vacancy at this site, which will reduce business license revenue.

DISCUSSION

Background

On January 24, 1980, the City of Antioch Zoning Administrator approved a Use Permit through adoption of Resolution No. 80-2 (Attachment C). The Use Permit authorized the use of the building at 901 A Street for a transmission repair shop and contained the following six conditions of approval:

1. Compliance with the Antioch Municipal Code.
2. Compliance with conditions of AUP 76-3.
3. That a reversion to acreage map be recorded or that a parking covenant be recorded subject to staff approval.
4. That a masonry trash enclosure be provided.
5. That a grease oil trap be installed on the sewer line.

6. Conditions required by the Zoning Administrator which call for a modification or any change to the site plan submitted, must be corrected to show those conditions and all standards and requirements of the City of Antioch prior to any submittal for a building permit. No building permit will be issued unless the site plan meets the requirements stipulated by the Zoning Administrator and standards of the City.

Since 1980, the transmission repair shop has been discontinued and replaced by other similar uses, categorized by the Zoning Ordinance as "Automobile Repair – Major". The same Use Permit controls the entirety of the property, except for the market. Staff has not been able to locate AUP 76-3 and believes it to have been lost with other flood-damaged files.

Over the past five years at minimum, the various auto repair businesses at 901 A Street have operated outside of the parameters of the Use Permit, have violated other Municipal Code sections, and have generally become a nuisance to the adjacent residential neighborhood. The nature of the complaints are generally as follows:

- 1) Outdoor Lift: A prior operator or property owner installed an outdoor automotive lift on the southern side of the building, near the adjacent residential neighborhood. This lift was installed without building permits or planning approval and was eventually followed by a nonpermitted carport structure, which was recently enclosed with plywood. These two devices led to this outdoor area becoming an outdoor work bay where loud tools, compressors, music and other noises became highly audible to the adjacent residential property. Most recently, this area has been occupied by a new muffler business. The lift was recently removed in response to this pending action.
- 2) Unpermitted Structures: Since 2002, the operator/property owner has allowed the installation of several unpermitted structures in the rear of the site, which formerly served as a parking lot. These structures include a shipping container with plant-on roofs, a large shed, and a carport. At one point, an occupied motorhome was also located in this area.
- 3) Inoperable Vehicles: The site has routinely contained inoperable vehicles that are stored for an extended period of time. Many of these vehicles are not registered and are not being repaired. Some have been displayed for sale.
- 4) Outdoor Storage of Parts and Junk: The operators have used the outdoor parking area and adjacent hillside to store used auto parts, vehicles, and other debris.

In December 2018, the Community Development Director sent a letter to the owner and operator advising them of several ongoing issues with the property (Attachment D).

In February 2019, the Zoning Administrator reached out to the operator and property owner in response to complaints received regarding the ongoing noise associated with the business. At this time, the Zoning Administrator learned that the owner and operator had sublet areas of the building to other auto repair businesses, had allowed a shed to be used for painting cars, and had introduced new sheds to the rear of the site (Attachment E). A follow-up discussion with the operator occurred at the site.

Following the discussion, a letter was sent to the operator and owner in April 2019 offering terms under which the operation could continue without impacting the neighborhood (Attachment F). The operator agreed to these terms and implemented some of the changes. Since that time, the business operation has regressed, and all of the prior conditions have reoccurred.

On January 15, 2020, the Code Enforcement Division conducted an inspection of the property and found a number of violations occurring on the property (Attachment G and H). These violations relate to the automotive repair business and, specifically, the Condition of Approval requiring that they comply with the Antioch Municipal Code. The Code Enforcement case will continue on the property regardless of the Planning Commission actions because it is based on general Municipal Code violations.

In late February 2020, the tenant of the property was stopped by Code Enforcement and the Building Official as he was grading the slope on the site to make more room to store vehicles. This grading has since been addressed by a licensed engineer and a permitted retaining wall was required and installed.

On March 4, 2020, the matter was presented to the Planning Commission (Attachment I) for their consideration. After hearing testimony from the property owner, the Planning Commission adopted a resolution revoking Use Permit Z-80-2.

On March 11, 2020, the property owner submitted an appeal (Attachment J). Due to the immediate impacts of the COVID-19 response, this hearing was intentionally delayed by mutual agreement of the appellant and the City. At this time, both parties have agreed to have the matter heard by the City Council.

ANALYSIS

In staff's opinion, the property owner was unwilling or unable to ensure that his tenants conduct themselves in a manner that is compatible with the adjacent residential neighborhood and the City of Antioch. This site is highly visible from A Street and Wilbur Avenue and has a close interface with residential neighbors to its south and east. The site has long been minimally maintained by its owner, with the responsibility delegated to its multiple tenants.

PROJECT LOCATION

901 A Street



Modified Use Permit

The Planning Commission took action to revoke the Use Permit based on thoroughly documented findings that the operator and owner had failed to meet their obligations under the conditions of approval. The City Council may take that same approach and adopt the resolution denying the appeal and upholding the Planning Commission's action.

As an alternative, staff has included a separate resolution that would grant the appeal while amending the Use Permit to include new conditions of approval that specifically address many of the objectionable practices. Under this revised Use Permit, the Auto Repair-Major land use could continue, but would have to meet strict operational standards. If the operator failed to abide by these new standards, it would again be subject to revocation action. The City Council should consider the testimony of the property owner and operator and the current economic conditions if contemplating this option.

CONCLUSION

Staff recommends that the City Council:

1. Adopt the resolution denying the appeal and upholding the Planning Commission's action to revoke Use Permit Z-80-02.
- or
2. Adopt the resolution granting the appeal and modifying Use Permit Z-80-02.

ATTACHMENTS

- A. Resolution Denying the Appeal and Upholding the Planning Commission Revocation of Use Permit Z-80-02
- B. Resolution Granting the Appeal and Modifying Use Permit Z-80-02
- C. Zoning Administrator Resolution 80-2, approving Use Permit
- D. Letter to Operator/Owner dated December 2018
- E. Letter to Operator/Owner dated February 2019
- F. Letter to Operator/Owner dated April 2019
- G. Notice of Violation dated January 15, 2020
- H. Photographs dated January 15, 2020
- I. Minutes from March 4, 2020 Planning Commission Meeting
- J. Appeal dated March 11, 2020

**CITY COUNCIL
RESOLUTION NO. 2020/****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION
REVOCATION OF USE PERMIT Z-80-02 AT 901 A STREET**

WHEREAS, the City of Antioch ("City") Zoning Administrator issued Use Permit 80-2 on January 24, 1980 to allow the operation of a transmission repair shop at 901 A Street, Antioch, California;

WHEREAS, Use Permit 80-2 contained a Condition of Approval requiring compliance with the Antioch Municipal Code;

WHEREAS, as established in Antioch Municipal Code Section 9-5.2703(B)(1)(a), a Use Permit requires the finding that "that 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";

WHEREAS, the automotive repair business located at 901 A Street has consistently operated in violation of the Antioch Municipal Code including, but not limited to, the installation of an outdoor lift without proper City permits, the construction/installation of multiple accessory buildings without proper City permits, and the installation of signs without proper City permits;

WHEREAS, the automotive repair business has been determined by the Planning Commission to now be detrimental to the public health and welfare and injurious to the property and improvement in the vicinity;

WHEREAS, the operator and property owner have been advised of the continued complaints and observed violations and have not taken adequate action;

WHEREAS, this project has been deemed Categorical Exempt from CEQA under Article 19, Section 15321, as an enforcement action by a regulatory agency;

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

WHEREAS, the Planning Commission on March 4, 2020, duly held a public hearing, received and considered evidence, both oral and documentary;

WHEREAS, the property owner submitted an appeal of the Planning Commission action on March 11, 2020; and,

WHEREAS, the City Council on November 10, 2020, duly held a public hearing, received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch makes the following finding for revocation of a Use Permit:

1. The automotive repair business located at 901 A Street, Antioch, California has operated in violation of Condition of Approval No. 1 of Use Permit 80-2, which requires compliance with the Antioch Municipal Code. These violations are documented in the Notice of Violation dated January 15, 2020 and in photographs and correspondence received by the Planning Commission at its March 4, 2020 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby **REVOKE** Use Permit Z-80-02.

* * * * *

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 10th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

**CITY COUNCIL
RESOLUTION NO. 2020/****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
GRANTING THE APPEAL AND MODIFYING USE PERMIT Z-80-02 FOR
901 A STREET**

WHEREAS, the City of Antioch ("City") Zoning Administrator issued Use Permit 80-2 on January 24, 1980 to allow the operation of a transmission repair shop at 901 A Street, Antioch, California;

WHEREAS, Use Permit 80-2 contained a Condition of Approval requiring compliance with the Antioch Municipal Code;

WHEREAS, as established in Antioch Municipal Code Section 9-5.2703(B)(1)(a), a Use Permit requires the finding that "that 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";

WHEREAS, the automotive repair business located at 901 A Street has consistently operated in violation of the Antioch Municipal Code including, but not limited to, the installation of an outdoor lift without proper City permits, the construction/installation of multiple accessory buildings without proper City permits, and the installation of signs without proper City permits;

WHEREAS, the automotive repair business was determined by the Planning Commission to now be detrimental to the public health and welfare and injurious to the property and improvement in the vicinity;

WHEREAS, the operator and property owner have been advised of the continued complaints and observed violations and have not taken adequate action;

WHEREAS, this project has been deemed Categorically Exempt from CEQA under Article 19, Section 15321, as an enforcement action by a regulatory agency;

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

WHEREAS, the Planning Commission on March 4, 2020, duly held a public hearing, received and considered evidence, both oral and documentary;

WHEREAS, the property owner submitted an appeal of the Planning Commission action on March 11, 2020; and,

WHEREAS, the City Council on November 10, 2020, duly held a public hearing, received and considered evidence, both oral and documentary.

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

1. The automotive repair business located at 901 A Street, Antioch, California has operated in violation of Condition of Approval No. 1 of Use Permit Z-80-02, which requires compliance with the Antioch Municipal Code.
2. The property owner has gained a thorough understanding of the expectations of the City of Antioch and is committed to improving the appearance and performance of the site.
3. The new Conditions of Approval will ensure that the property is managed and operated in a manner that is consistent with other well-performing operations and current expectations for automotive repair uses.

BE IT FURTHER RESOLVED that the City Council does hereby make the following required findings for modification of Use Permit Z-80-02:

1. The modifications of Use Permit Z-80-02 will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because they are intentionally designed to address the observed and reported objectionable conditions on the site.
2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance. The business is operating as a Nonconforming Use because automotive repair uses are not currently permissible in the Downtown Specific Plan (DSP) Zoning District.
3. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby GRANT the appeal and APPROVE modifications to Use Permit Z-80-02 for the existing Auto Repair-Major use at 901 A Street (APNs 065-061-008 and 065-061-001) subject to the following modified conditions:

A. GENERAL CONDITIONS

1. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
2. These Conditions of Approval shall supersede and replace all Conditions of Approval contained in Use Permit Z-80-02 issued on January 24, 1980 by the Zoning Administrator.

B. OPERATIONAL CONDITIONS

1. All automotive repair, including diagnosis, shall be conducted inside the building.
2. Inoperative vehicles may not be stored outdoors for a period exceeding 24 hours.
3. Unregistered vehicles may not be stored on the property under any circumstance.
4. Vehicles may only be stored on a paved surface.
5. The front parking lot adjacent to A Street shall be reserved for customer parking and may not be used for employee parking or storage of customer vehicles for more than 60 minutes.
6. Only customer-owned vehicles may be stored on site. Personal vehicles, boats, trailers, recreational vehicles, etc. may not be stored on site for any period exceeding 24 hours.
7. A maximum of one automotive repair or service business may operate at this site. No portion of the site shall be subleased or made available with or without compensation by any party except for the sole leaseholder (excluding the market) or an employee thereof. Evidence of employment shall be maintained on site and made available to the City of Antioch upon request.
8. Major automotive repair, including general repair of automobiles, is permitted within the building. Body work or painting is prohibited.
9. Any equipment or process requiring a permit from the Bay Area Air Quality Management District is prohibited.
10. Music shall not be played outdoors if it is audible off-site from an adjacent property or the public sidewalk.
11. No equipment, auto parts, tools, tires, or other equipment may be stored outdoors outside of ordinary operating hours.
12. The operator of the automotive repair business shall maintain all necessary permits, licenses, etc. from the State of California or other regulatory agency and make such available to the City of Antioch.

13. Hours of operation for the automotive repair business shall be as described in Antioch Municipal Code Section 4-16.09, which is between the hours of 8:00 a.m. and 9:00 p.m., Monday through Saturday and between the hours of 9:00 a.m. and 9:00 p.m., Sundays and holidays.

C. PROPERTY CONDITIONS

1. The property owner shall submit an application for, and consent to, lot merger to the City Engineer within 60 days of this approval. The lot merger shall combine the two legal parcels on the site identified as APNs 065-061-008 and 065-061-001.
2. All nonpermitted signs shall be removed from the building, including the multiple signs on the parapet of the building and those on the rear of the building. All future signs shall be reviewed and approved by the Community Development in writing to confirm conformance with the Antioch Municipal Code and Downtown Specific Plan. Future signs may not be installed on the parapet unless they are contained wholly within the face of the building wall.
3. All sheds, buildings, and shipping containers shall be removed from the property within 60 days of this approval.
4. The property, including the sidewalk area and frontage on Almond Street shall be maintained free of litter, weeds, garbage, or other nuisance.
5. The automotive repair operation shall comply with all applicable sections of the Antioch Municipal Code.

* * * * *

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 10th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT C

ZONING ADMINISTRATOR

RESOLUTION NO. 80-2


WHEREAS, the City of Antioch Zoning Administrator did receive a request by Robert Ross for a Use Permit to allow a transmission repair shop at 901 A Street; and

WHEREAS, the Zoning Administrator on January 24, 1980, duly held a public hearing, received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED that the Zoning Administrator of the City of Antioch does hereby APPROVE the Use Permit request to allow a transmission repair shop at 901 A Street, subject to the following conditions:

1. Compliance with the Antioch Municipal Code.
2. Compliance with conditions of AUP 76-3 (see Exhibit A).
3. That a reversion to acreage map be recorded or that a parking covenant be recorded subject to staff approval.
4. That a masonry trash enclosure be provided.
5. That a grease (oil) trap be installed on the sewer line.
6. Conditions required by the Zoning Administrator which call for a modification or any change to the site plan submitted, must be corrected to show those conditions and all standards and requirements of the City of Antioch prior to any submittal for a building permit. No building permit will be issued unless site plan meets the requirements stipulated by the Zoning Administrator and standards of the City.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Zoning Administrator of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said Zoning Administrator held on the 24th day of January, 1980.


LORI A. MELGOZA
Secretary to the Zoning Administrator



December 20, 2018

Abraham Alonso
901 A Street, Unit A
Antioch, CA 94509

Dear Sir,

It has come to my attention that the business that you operate at 901 A Street in the City of Antioch is maintaining conditions that are inconsistent with underlying land use approvals and violate the Antioch Municipal Code. As you may be aware, the privilege to operate an automobile service station at this location is granted by a Use Permit that the City of Antioch issued in 1995. A Use Permit that is operated in violation of a provision of the Zoning Ordinance is subject to revocation (AMC 9-5.2707.1). Due to the current conditions at the site, the City of Antioch will likely pursue revocation of the Use Permit, which would **prohibit** auto repair at this site. In order to avoid Use Permit revocation, we strongly suggest that you address the following issues and take the recommended corrective actions.

1. Storage of Vehicles: The rear of the site currently contains multiple stored vehicles, including a recreational vehicle. The Zoning Ordinance prohibits the storage of vehicles at a service station with limited exceptions for customer and employee vehicles. Further, occupying a recreational vehicle for temporary or permanent residence is prohibited.
 - Please remove all vehicles from the rear of the site, including the recreational vehicle. Employee-owned vehicles, tenant-owned vehicles, inoperable vehicles, or unregistered vehicles may not be stored at the site overnight.
2. Sale of Carport Structures: The sale of carport structures is not a permitted use at this site.
 - Please cease the sale of carport structures and remove all display models from the site. Further, please remove any carport structures from the site that were not installed with Building Permits, as required.
3. Sale of Personal Vehicles: The sale of vehicles from this site, whether for commercial or personal purposes, is prohibited by the Zoning Ordinance.
 - Please cease the sale of vehicles from this site.
4. Outdoor Automobile Servicing: The repair or servicing of vehicles outside of the enclosed work bays is prohibited. In particular, the outdoor work area at the southern end of the building is not permitted, nor is the automobile lift that was installed without Building Permits.

- Please cease the repair of vehicles outside of the enclosed work bays and remove the lift.
- 5. Shed and Storage Buildings: The rear of the site contains at least three sheds and/or storage or work buildings. None of these buildings has been approved and we have aerial photos from May 2002 where the buildings are not in place.
 - Please remove all storage buildings from the site.

Please be advised that the City of Antioch will begin Use Permit revocation proceedings on April 1, 2019 if all of the above corrections are not made. If you can demonstrate that any of the above conditions were approved through Building Permits or formal Planning approvals, please submit such evidence for our consideration. If you have any questions about the above requirements, please contact me directly at (925) 779-7038 or at febbs@ci.antioch.ca.us.

Sincerely,

Forrest Ebbs
Director of Community Development
City of Antioch





February 15, 2019

Abraham Alonso
901 A Street, Unit A
Antioch, CA 94509

Dear Sir,

It has come to my attention that the business that you operate at 901 A Street in the City of Antioch is maintaining conditions that are inconsistent with underlying land use approvals and violate the Antioch Municipal Code (AMC). As you may be aware, the privilege to operate an automobile service station at this location is granted by a Use Permit that the City of Antioch issued in 1995. Pursuant to AMC 9-5.2707.1, a Use Permit that is operated in violation of a provision of the Zoning Ordinance is subject to revocation. Due to the current conditions at the site, the City of Antioch will likely pursue revocation of the Use Permit, which would ***prohibit*** auto repair at this site. In order to avoid Use Permit revocation, we strongly suggest that you address the following issues and take the recommended corrective actions.

1. Vehicle Storage

The rear of the site currently contains multiple stored vehicles, including a recreational vehicle. The Zoning Ordinance prohibits the storage of vehicles at a service station with limited exceptions for customer and employee vehicles. Further, occupying a recreational vehicle for temporary or permanent residence is prohibited by the Zoning Ordinance.

Please remove all vehicles from the rear of the site, including the recreational vehicle. Employee-owned vehicles, tenant-owned vehicles, inoperable vehicles, or unregistered vehicles may not be stored at the site overnight.

2. Sale of Carport Structures

Carport structures are being sold at this location. This is not a permitted use and violates the Zoning Ordinance.

Please cease the sale of carport structures and remove all display models from the site. Further, please remove any carport structures from the site that were not installed with Building Permits, as required.

3. Vehicle Sales

The site is being used for vehicle sales. Sale of vehicles from this site, whether for commercial or personal purposes, is prohibited by the Zoning Ordinance.

Please cease the sale of vehicles from this site.

4. Outdoor Automobile Servicing

Vehicles are being repaired and/or serviced outside of the work bays. The repair or servicing of vehicles outside of the enclosed work bays is prohibited.

Please cease the repair of vehicles outside of the enclosed work bays.

5. Unpermitted Construction

- The outdoor work area at the southern end of the building is not permitted.
- The automobile lift was installed without Building Permits.
- The rear of the site contains at least three unpermitted sheds and/or storage or work buildings.

AERIAL PHOTOS FROM MAY 2002 SHOW THESE BUILDINGS ARE NOT IN PLACE. SEE ATTACHED

Please remove all storage buildings from the site, remove the automobile lift, and return the outdoor work area to its original condition.

6. Unauthorized Body Work and Painting

The current Use Permit allows only auto repair and does not permit body work or painting. It has come to our attention that auto painting is occurring in the shed at the rear of the site. Please note that this facility is not licensed by the City or the appropriate Air Quality Control or State agencies to perform body work or painting.

Please cease all body work and painting and remove all equipment related to this operation.

Please be advised that the City of Antioch, in accordance with AMC 9-5.2707.1, will begin Use Permit revocation proceedings on April 1, 2019, if all of the above corrections are not made. If you can demonstrate that any of the above conditions were approved through Building Permits or formal Planning approvals, please submit such evidence for our consideration. If you have any questions about the above requirements, please contact me directly at (925) 779-7038 or at febbs@ci.antioch.ca.us.

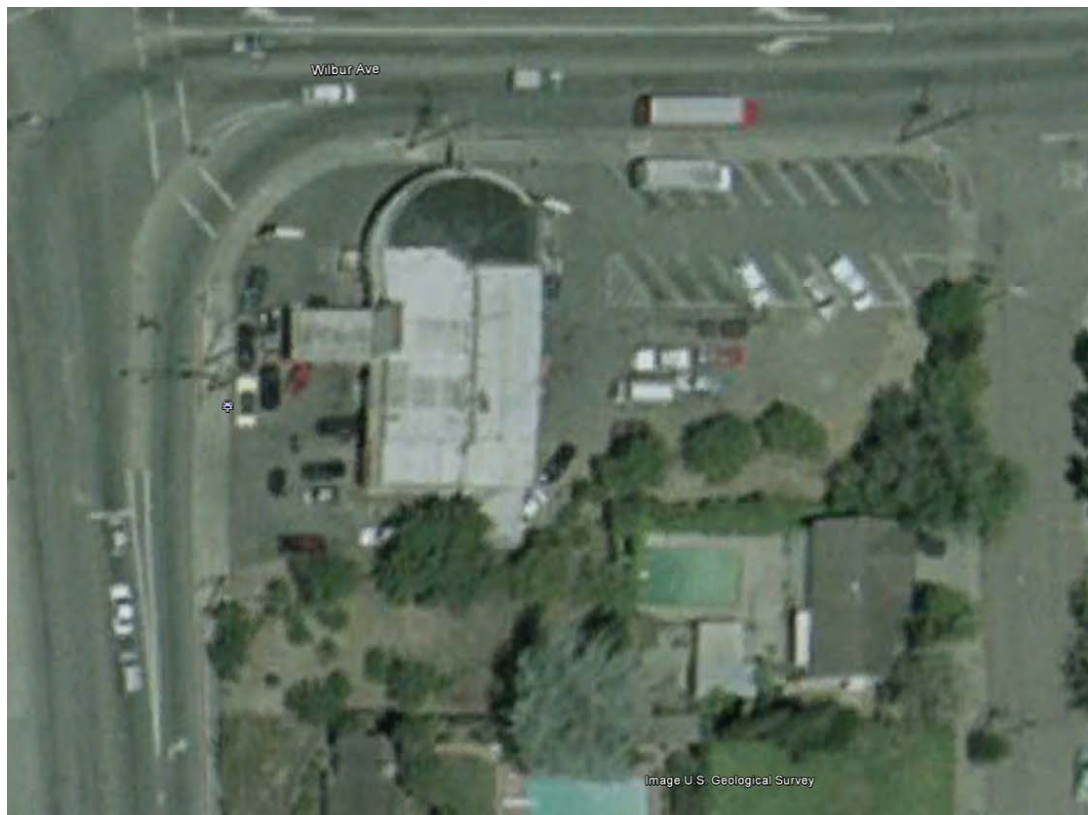
Sincerely,

Forrest Ebbs
Director of Community Development
City of Antioch

C: Jerry and Patricia Underwood
1773 Glazier Drive
Concord, CA 94521

Code Enforcement Division

File



ATTACHMENT F



April 18, 2019

Abraham Alonso
901 A Street, Unit A
Antioch, CA 94509

RE: A's Auto Repair / 901 A Street

Mr. Alonso,

Thank you for meeting with me to discuss the ongoing operation of A's Auto Repair and the letter dated February 15, 2019. As you are aware, your business is operating under a Use Permit, which is conditional, and your continued operation at this site relies on ensuring that your business does not represent a detriment to the community. Based off our conversation and the tour of the site, I believe that your operation can operate appropriately with the following points of understanding:

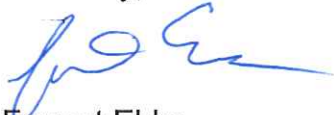
1. The outdoor lift will only be used for servicing over-sized vehicles that would not fit within the standard garage due to low ceiling heights. The outdoor lift may not be used outside of the posted business hours of 8:30 – 5:00, Monday through Friday and may only be used by A's Auto Repair employees. Please see point no. 3 below.
2. All work will otherwise be performed indoors or in the rear service area behind the closed gates.
3. Mechanical work can only be performed at this site by employees of A's Auto Repair or other businesses with active business licenses at this site during posted business hours. The mechanical areas may not be sublet or loaned to other unlicensed mechanics, friends or similar parties.
4. All efforts shall be made to minimize noise impacts on adjacent residential properties.
5. No painting of cars or body work may be performed on site.

Mr. Alonso
April 18, 2018
Page 2

6. Parts, vehicles, or other property may not be stored on the hillside or in other areas visible from off the property.
7. The parking area in front must remain clear enough to allow vehicles to turn around before exiting the site. No vehicle shall back into A Street.
8. Carports may not offered for sale at or from this site.

I believe that these points are fair and will allow for the continued successful operation at this site. Please note that failure to abide by these points or to otherwise Please contact me if you have any questions at febbs@ci.antioch.ca.us or at (925) 779-7038.

Sincerely,



Forrest Ebbs
Director of Community Development
City of Antioch

ANTIOCH CALIFORNIA

NOTICE OF VIOLATION OF ANTIOCH MUNICIPAL CODE AND MAINTAINING A PUBLIC NUISANCE IN THE CITY OF ANTIOCH

To: UNDERWOOD, JERRY + PATRICIA
 Location of property: 901 A STREET, A'S AUTO
 APN: 065-061-008-2 Date of Inspection: 1/15/20 Case #: CE2001-080

The property listed above has been found to be in violation of the City of Antioch's Municipal Code. The violation(s) marked below require immediate action by the property owner/resident. Failure to correct these violation(s) by the date indicated will result in further actions being taken by the City.

Antioch Municipal Code Section:

<input type="checkbox"/>	4-16.03 - Major automotive repairs in public view in a residential district.
<input type="checkbox"/>	5-1.202(A)(1)(a) - Property inadequately maintained. Inoperable equipment, junk, rubbish, building materials, and/or containers in public view.
<input checked="" type="checkbox"/>	5-1.202(A)(2) - Overgrown, dead or decayed trees, weeds or other vegetation posing a risk of harm to the public and/or create visual blight.
<input type="checkbox"/>	5-1.202(B) - Building or structures which are broken, deteriorated, or in a state of disrepair including: walls, fences, signs, retaining walls.
<input type="checkbox"/>	5-1.202(C)(1) - Vacant building, structure or other property that is unsecured.
<input checked="" type="checkbox"/>	5-1.202(D) - Outdoor parking or storage of inoperable, wrecked, dismantled, salvaged, abandoned vehicle, or parts thereof, including watercraft.
<input checked="" type="checkbox"/>	5-1.202(D)(2) - Parking on unpaved surface.
<input type="checkbox"/>	6-3.02 - Solid waste and recycling; mandatory service.
<input type="checkbox"/>	7-2.623(A)(2) - No encroachment of any nature which impedes/obstructs the public right-of-way or which impairs adequate sight distance.
<input checked="" type="checkbox"/>	8-1.02 - Building permits required to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building.
<input type="checkbox"/>	9-5.1101 - Sight obstructions at intersections (and driveways).
<input type="checkbox"/>	9-5.1210 - Tree branches shall be trimmed at least 7 feet over the sidewalk and 14 feet over the street.
<input type="checkbox"/>	9-5.3830 - It shall be unlawful to keep or maintain any recreational vehicle as a temporary or permanent residence upon any lot or parcel.
<input type="checkbox"/>	5-1.201.1 - Parking or storing recreational vehicle on the front of the property, including the driveway.
<input checked="" type="checkbox"/>	Other: <u>GRAFFITI 5-1403(A) BANNERS 9-5.508(K)</u>

Required Corrections: You must correct the violation(s) noted above by the deadline on this notice.

A re-inspection will be performed on or shortly after the deadline. If you fail to correct the violation(s) by the deadline on this notice, the City may issue Administrative Citations which carry fines ranging from \$100 to \$1,000 per violation for every day the violation(s) are permitted to remain. A re-inspection fee of \$225 will be added to each citation. In addition to citations, the City may take any other legal action(s) necessary to bring the property into compliance.

If you have questions regarding this notice, you may contact me at the number indicated below.

Notes: VEHICLES MUST BE PARKED ON IMPROVED SURFACE
GRAFFITI MUST BE REMOVED
BANNERS CAN ONLY BE UP FOR 10 DAYS
ABANDONED VEHICLES MUST BE REMOVED FROM PARKING LOT
NO VEHICLES BESIDES OVERSIZED VEHICLES, UNPERMITTED UP
DRIED VEGETATION MUST BE REMOVED

The property owner is responsible for all costs involved with the City's investigation of this nuisance including citations, inspection fees, hearing costs, and any other cost incurred by the City if forced to abate this nuisance.

Correct violation(s) by: 1/25/20 Officer: CATHY RAMBLAS
 Request building permit(s) by: _____ Phone: 925-779-6138 Date: 1/15/20

Community Development Department - Code Enforcement

P.O. Box 5007 • 200 H Street • Antioch, CA 94531-5007 • Tel: 925-779-7042 • Fax: 925-779-7034 • www.ci.antioch.ca

WHITE - FILE / YELLOW - OWNER / PINK - POST

CONTINUATION OF NOTICE

LOCATION OF PROPERTY: 901 A STREET A'S AUTO

APN: 065-061-008-2 Date of Inspection: 1/15/20 Case# CE2001-080

- LIFT MUST BE REMOVED OR APPLY FOR USE PERMIT WITHIN 30 DAYS
- PAY PHONE IN PARKING LOT MUST BE REMOVED
- IF TREE IN BACK LOT IS DEAD IT MUST BE REMOVED.
- NO PARTS OR EQUIPMENT CAN BE STORED ON THE HILL.

Officer: CATHY RAMBLAS Phone: 925-779-6138 Date: 1/15/20

ATTACHMENT H





Jan 15, 2020 at 9:27 AM



Jan 15, 2020 at 9:26 AM



**CITY OF ANTIOCH
PLANNING COMMISSION**

**Regular Meeting
6:30 p.m.**

**March 4, 2020
Antioch Community Center**

Chair Turnage called the meeting to order at 6:30 P.M. on Wednesday, March 4, 2020 in the Antioch Community Center. He stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, March 11, 2020.

ROLL CALL

Present: Commissioners Motts, Martin, Soliz, Vice Chair Schneiderman, and Chair Turnage
Absent: Commissioner Parsons
Staff: Director of Community Development, Forrest Ebbs
Planning Manager, Alexis Morris
Associate Planner, Kevin Scudero
Contract Planner, Kevin Valente
City Attorney, Thomas Lloyd Smith
Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes: January 15, 2020
February 5, 2020

On motion by Commissioner Soliz, seconded by Commissioner Motts, the Planning Commission approved the minutes of January 15, 2020 as presented. The motion carried the following vote:

AYES: Schneiderman, Motts, Soliz and Turnage
NOES: None
ABSTAIN: Martin
ABSENT: Parsons

On motion by Commissioner Motts, seconded by Commissioner Soliz, the Planning Commission approved the minutes of February 5, 2020, as presented. The motion carried the following vote:

AYES: *Schneiderman, Motts, Martin, Soliz and Turnage*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Parsons*

NEW PUBLIC HEARING

- 2. Z-80-02 - Revocation of Use Permit for Automotive Repair Shop at 901 A Street –**
The Zoning Administrator of the City of Antioch is requesting that the Planning Commission revoke the Use Permit authorized under Zoning Administrator Resolution 80-2 that permitted, with conditions, an automotive repair shop at 901 A Street. The action is not considered a project under the California Environmental Quality Act (CEQA), and is therefore, not subject to CEQA.

Director of Community Development/Zoning Administrator Ebbs presented the staff report dated February 24, 2020 recommending the Planning Commission consider the revocation of the Use Permit by Zoning Administrator Resolution 80-2 for the operation of an automobile repair shop at 901 A Street. He reported that since the staff report was published; Code Enforcement found the business operator was grading the rear of the site into the slope without permits. He noted the City had issued a stop work notice.

In response to Commissioner Motts, Director of Community Development Ebbs stated grading occurred within their property line and could affect stability of the hillside. He noted engineering needed to review the grading issue to determine a remedy.

In response to Commissioner Martin, Director of Community Development Ebbs stated a broad range of commercial/retail/office uses could go into the building should the use permit be revoked.

In response to Commissioner Soliz, City Attorney Smith stated ability to revoke the use permit was within the Planning Commission's authority.

Vice Chair Schneiderman questioned how confident staff was that the business would comply with a modified use permit.

Director of Community Development Ebbs stated he would not comment on past operators; however, the conditions of approval in a modified use permit would be achievable through normal practices depending on the operator.

City Attorney Smith added that to avoid the speculation component one way to look at it was did past history demonstrated that a modified use permit would be successful.

Director of Community Development Ebbs commented that past operators had not honored their agreements.

Chair Turnage opened the public hearing.

PROPONENT

Diane Gibson-Gray, Antioch resident, reported she lived on the hill next to the property and read written comment provided to the Planning Commission which indicated that she joined with staff in recommending that the Use Permit for A Street Auto be revoked. She noted the distance from her fence to their fence was 8-10 feet and the noise impacts from the business conducting work outside and afterhours was objectionable. She also voiced concern that grading work could impact the stability of the hill and the foundation of her home. She urged the Planning Commission to revoke the Use Permit.

OPPONENT

Jerry Underwood, Concord resident, gave a personal history and discussed his ownership of the property. He explained that he had a commercial lease with the current tenant. He agreed that Ms. Gibson-Gray should not be impacted by noise from the business after hours and reported that he had addressed this issue with the current tenant. He explained that the tenant had initially responded; however, Ms. Gibson-Gray had informed him that the noise had reoccurred. He noted he did not believe the tenant was responsible for the noise although he believed he knew who was involved. He commented that he immediately tried to determine if there was a way to break the lease. He noted he was unaware that Director of Community Development Ebbs was working on the same issue. He explained that the lease holder told him he would be selling the business and there were two people interested in purchasing it. He noted he told the tenant that he needed a credit check and references for the potential new tenants. He further noted that three weeks later he received a letter from Director of Community Development Ebbs indicating he would be bringing this item to the Planning Commission. He reiterated that he was attempting to accomplish the same results as staff. He stated when he received the report from staff, he was out of town so he sent his daughter out the next day to resolve as many issues as possible. He stated when he returned the lift had been removed and many of the items had been cleaned up. He urged the Planning Commission to not revoke the use permit because he had a new tenant who he believed would be fine.

Chair Turnage closed the public hearing.

Commissioner Soliz questioned if the applicant had sought legal recourse against the tenant who was breaking the lease.

Chair Turnage reopened the public hearing.

Jerry Underwood responded that he had talked to the lease holder who was willing to give up the lease which was being done. He explained that he could not give a lease to the new tenant until a decision was made regarding the revocation. He expressed a willingness to work with Director of Community Development Ebbs to modify the conditions of approval that would then be built into a new lease. He stated he was unhappy that this issue was occurring on his property. He explained that the new tenant was Spanish speaking which was the problem with the grading on the property. He noted the lease restricted subleasing of the building.

Chair Turnage reclosed the public hearing.

In response to Chair Turnage, Director of Community Development Ebbs explained that grading occurred on an old slope which appeared as though at one point was cut. He noted at its tallest point it was approximately 6-feet tall. He reiterated that the current zoning would not allow for a new auto repair business at this location.

Chair Turnage stated that after reading the information presented this evening, he had heightened concerns that the issues at the property had been taking place for so long that they would continue. He noted the only true way to remove the issues was to revoke the permit. He questioned if the Planning Commission were to issue a new use permit, could a probationary period or immediate revocation be added if the applicant failed to adhere to the conditions of approval.

Director of Community Development Ebbs stated if a new use permit was issued, he could commit to reporting back to the Planning Commission on the status of the property and they could be back before the Planning Commission as soon as appropriate, if conditions of approval were violated.

City Attorney Smith added that the Planning Commission had full authority to revoke the use permit, which was what was being considered this evening. He noted if they chose not to do so and violations continued, the process would be to bring it back to the Planning Commission to consider the revocation.

Director of Community Development Ebbs stated the options available to the Planning Commission this evening were to revoke the use permit or write a new use permit with new conditions of approval. He noted once revoked, they could not create a new use permit. He stated he could not differentiate between one tenant and another because the Use Permit was a function of the property.

Commissioner Motts stated he agreed with Chair Turnage that a revocation could be warranted; however, he was open to modifying the Use Permit with additional conditions of approval to address the concerns.

In response to Commissioner Martin, Director of Community Development Ebbs reported the outside lift had been removed.

Commissioner Martin commented that a lease stated if the tenant was in violation of City, State or Federal codes, the lease could be terminated immediately. He noted it bothered him that there had been continued violations of the City codes and the property owner had not monitored his property.

In response to Chair Turnage, City Attorney Smith explained that a cease and desist decision was not within the purview of the Planning Commission.

Commissioner Soliz commented that the violations had occurred for a long time and there were a lot of these types of examples occurring throughout Antioch. He stated he was not in favor of modifying the use permit and the revocation was an opportunity to put an end to this type of

behavior. He supported the staff report and believed this was an example of an absentee landlord not monitoring his property. He recommended tasking Director of Economic Development Reed to focus his attention on trying to find a replacement use for the property that would be appropriate for zoning and adjacent residential neighborhood.

City Attorney Smith responded the primary responsibility of finding a new tenant fell on the landowner.

Vice Chair Schneiderman reported that she visited the site today, that there were numerous vehicles parked on property, and that they had not attempted to clean up the property. She expressed concern that the applicant would not abide by the conditions of approval if they modified the use permit.

Commissioner Soliz moved to approve resolution of the Planning Commission revoking use permit 80-02 adding a suggestion that the property owner have some access to the City's Economic Development program to find a potential new tenant for the property. Commissioner Martin seconded the motion.

City Attorney Smith commented that access to the City's Economic Development program was at the discretion of the landowner and openly available.

Director of Community Development Ebbs stated he would pass the information on to Director of Economic Development Reed.

Commissioner Soliz amended his motion as follows:

RESOLUTION NO. 2020-05

On motion by Commissioner Soliz, seconded by Commissioner Martin, the Planning Commission revoked the Use Permit by Zoning Administrator Resolution 80-2 for the operation of an automobile repair shop at 901 A Street. The motion carried the following vote:

AYES:	<i>Schneiderman, Motts, Martin, Soliz and Turnage</i>
NOES:	<i>None</i>
ABSTAIN:	<i>None</i>
ABSENT:	<i>Parsons</i>

Director of Community Development Ebbs announced that this action was appealable to the City Council and forms were available at the Community Development Department. He noted the final appeal date was 5:00 P.M. on Wednesday, March 11, 2020.

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

RECEIVED

MAR 11 2020

CITY OF ANTIOCH
CITY CLERK

RE: Resolution of the Planning Commission of the City of
Antioch revoking Use Permit 80-2

I am writing to appeal the revocation of Antioch Use Permit 80-
2 by the Planning Commission on March 4th, 2020
(RESOLUTION 2020-05) regarding the property located at 901
A Street.

I request that I be given the opportunity to appeal my case in
front of the Antioch City Council at a later date.



Jerry Underwood

3/11/2020

CITY OF ANTIOCH
925-779-7055REC#: 01354546 3/06/2020 8:58 AM
OPER: SV3 TERM: 003
REF#:ACCT #: XXXX-XXXX-XXXX-0473
AUTH #: 06893D
TRAN #: 000001354546TYPE: PURCHASE
APP NAME: Visa
ENTRY MODE: CHIP
CVM: SIGN

AMOUNT USD\$ 2,340.00

EMV DETAILS:
AID: A0000000031010
ARC: 00
IAD: 0601120360A000
TSI: 6800
TVR: 8080008000TRAN: 900.0000 TRUE MISC RECEIPTS
APPEAL TO CITY COUNCIL JERRY
UNDERWOOD
ADMINISTRATION FEE 2,340.00CRTENDERED: 2,340.00 CREDIT CARD
APPLIED: 2,340.00-

CHANGE: 0.00

J1




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Forrest Ebbs, Community Development Director 

SUBJECT: CDBG-CV3 CARE Fund Recommendations and Substantial Amendment to 2020-21 Action Plan

RECOMMENDED ACTION

It is recommended that the City Council open the public hearing, consider any public testimony, and then continue the public hearing to the November 24, 2020 City Council meeting.

DISCUSSION

City staff continues to work diligently to comply with evolving requirements for the use of these CARE funds and is committed to providing the City Council with a complete and detailed recommendation. Since requirements have continued to change, staff is unable to provide a proper recommendation at this time but expects to have sufficient information to do so by the next City Council meeting. As such, staff requests a continuance of the public hearing to the next City Council meeting on November 24, 2020.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 10, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Junior Engineer *VL*

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

SUBJECT: Resolution Approving the Park Ridge Subdivision "Park" and "Valeriano and Guiseppina Jacuzzi Knolls Open Space" Master Plan; P.W. 674

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Park Ridge Subdivision "Park" and "Valeriano and Guiseppina Jacuzzi Knolls Open Space" Master Plan.

FISCAL IMPACT

The City will be responsible for maintenance of the Park and open space once the improvements have been accepted. Funding for maintenance will come from the existing lighting and landscaping program.

DISCUSSION

On March 9, 2010, the City Council adopted Resolution No. 2010/21 approving a final planned development, vesting tentative map and a use permit for 525 single-family homes, approximately 25 acres of passive open space and approximately 8.22 acres consisting of a neighborhood park for the Park Ridge Subdivision project.

The "Park" and "Valeriano and Guiseppina Jacuzzi Knolls Open Space" are located west of Highway 4 and Country Hills Drive, south of Laurel Road in the Park Ridge subdivision. The proposed 8.22 acre park is adjacent to Sierra Trail Way and across from Summit View Way. The 25 acres open space is adjacent to the park and located northwest of the proposed park.

The park and open space will have many amenities benefiting the community such as the following: a 0.3 acre dog park, an enhanced picnic area with shade sails, a little league baseball field, an informal soccer field, two basketball courts, two play structures, a public, ADA accessible restroom, a parking lot and a loop trail enhanced with sculptural mounds. The park will also adjoin a natural hillside open space area with trails and view overlooks.

The Parks and Recreation Commission on August 20, 2020 approved the Park Ridge subdivision "Park" and "Valeriano and Guiseppina Jacuzzi Knolls Open Space" Conceptual Landscape Plans (Attachment "C"). Planning Commission approval was waived, as no additional input was made into the design of the park and open space by planning staff on the conceptual plans approved on August 20, 2020 at Parks and Recreation Commission.

The developer, Davidon Homes, is currently responsible for paying all costs for the design, construction, and maintenance of Park Ridge "Park" and "Open Space" improvements until City acceptance.

ATTACHMENTS

- A. Resolution
- B. Vicinity Map
- C. Conceptual Plans
- D. Cost Estimate

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE PARK RIDGE SUBDIVISION "PARK" AND "VALERIANO
AND GUISEPPINA JACUZZI KNOLLS OPEN SPACE" MASTER PLAN
P.W. 674**

WHEREAS, on March 9, 2010 the City Council adopted Resolution No. 2010/21 including a condition of approval that the developer (Davidon Homes) build approximately 25 acres of passive open space and an 8.22-acres neighborhood park for the Park Ridge Subdivision project;

WHEREAS, on August 20, 2020, the Parks and Recreation Commission reviewed and approved the Park Ridge "Park" and "Open Space" Conceptual Landscape Plans;

WHEREAS, this City Council has specifically found that the Master Plan (Attachment "C") is in complete compliance with the provisions of the Antioch General Plan; and

WHEREAS, this City Council has specifically found that the design of this park and open space will not likely cause serious public health problems.

NOW, THEREFORE, BE IT RESOLVED that the recitals above are true and correct and the City Council of the City of Antioch has determined that the Park Ridge subdivision "Park" and "Valeriano and Guiseppina Jacuzzi Knolls Open Space" Master Plan in the form incorporated herein by reference Attachment "C" is hereby approved.

* * * * *

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 10th day of November 2020, by the following vote:

AYES:

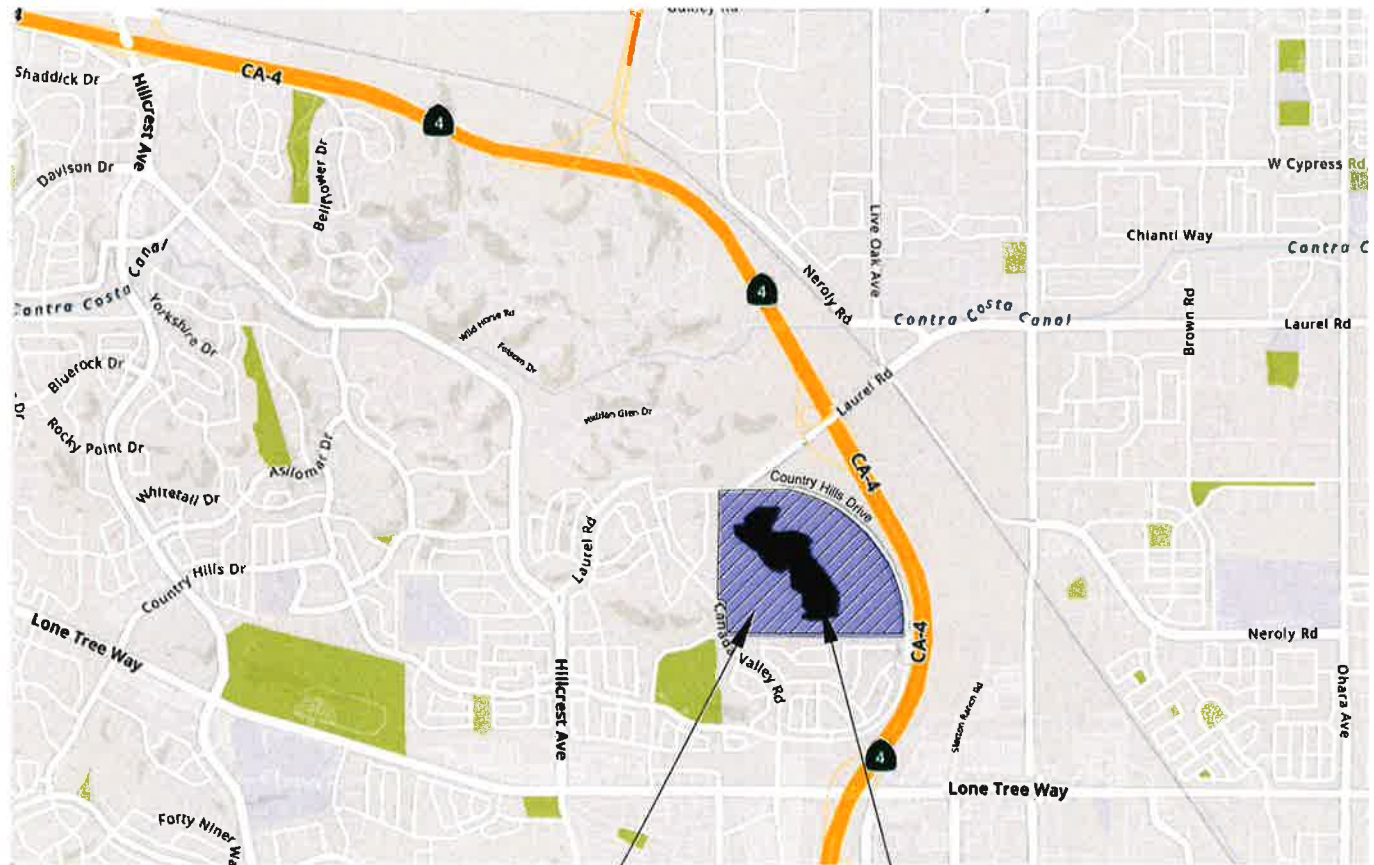
NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



PARK RIDGE
RESIDENTIAL COMMUNITY

PARK RIDGE PARK &
OPEN SPACE

PARK RIDGE PARK & OPEN SPACE
City of Antioch, Contra Costa County, California

DATE: 10/02/20
JOB NO.: 19008.01

VICINITY MAP

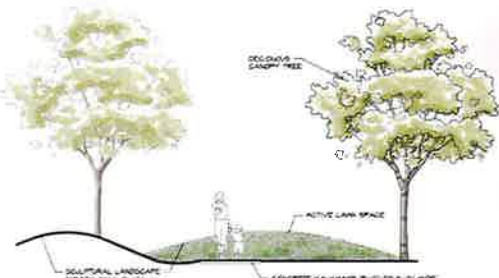


ENVIRONMENTAL
FORESIGHT, INC.
Landscape Architecture

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Walnut Creek, CA 94596
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www.environmentalforesight.com

PROGRAM AMENITY LEGEND

- 1 PARKING LOT W/ EVERGREEN SHRUBS AND SHADE TREES (445 PARKING SPACES TOTAL)
 - 40 VISITOR PARKING SPACES
 - 2 ADA PARKING SPACES
 - 5 SERVICE VEHICLE PARKING SPACES
 - 2 LOADING/UNLOADING SPACES
- 2 PROPERTY LINE, TYPICAL
- 3 VEHICULAR DRIVING GATE WITH INFORMATIONAL SIGNAGE (OPERATION HOURS 120 BY CITY)
- 4 VISITOR ENTRY & PASSENGER DROP-OFF AREA
- 5 PARK ENTRY SIGNAGE
- 6 RESTROOM FACILITY PER CITY STANDARD W/
 - ADA ACCESSIBLE PATH OF TRAVEL FROM TO ADA PARKING
 - ADA DRINKING FOUNTAIN
 - BICYCLE RACKS
 - TRASH RECEPTACLES
 - VEGETATIVE BUFFER
- 7 SCULPTURAL LANDSCAPE MOUNDS, TYPICAL
- 8 ADA ACCESSIBLE CONCRETE PARK PATHWAYS, TYPICAL (5'-0" - 6'-0" WIDE)
- 9 BASKETBALL COURTS (84' X 50' NCAA MEN)
 - ADA BENCH SEATING & TRASH RECEPTACLE, TYPICAL
 - VEGETATIVE PLANTINGS
 - ASPHALT PAVING
- 10 2-8 PLAYGROUND AREA W/
 - 2-8 PLAY EQUIPMENT BY MIRACLE PLAY, INC.
 - ADA ACCESSIBLE PATH AND LANDING
 - FENCED IN PLACE RESIDENT BURNING
- 11 8-12 PLAYGROUND AREA W/
 - 8-12 PLAY EQUIPMENT BY MIRACLE PLAY, INC.
 - ADA ACCESSIBLE PATH AND LANDING
 - FENCED IN PLACE RESIDENT BURNING
- 12 PICNIC DINING AREA
 - CONCRETE PICNIC TABLES, TRASH RECEPTACLES & COMMERCIAL BBQ
 - SHADE SAIL STRUCTURE BY U.S.A. SHADE, INC.
 - OPEN SPACE FOR EVENT GATHERING OR CONCRETE PAVING
 - (5) CITY 24" DIA SHADE TREES (2 CITY TREE GRATES @ PAVING)
- 13 TRAIL NODE W/ CONCRETE PICNIC TABLES, TRASH RECEPTACLES & BBQ GRILL BY KAY PARK, INC., TYPICAL
- 14 OPEN LAWN AREA, INFORMAL PLAY
- 15 EXISTING C.S. BASIN TO REMAIN
- 16 INFORMAL LAWN SOCCER FIELD (240' X 225' NCAA SOCCER)
- 17 LITTLE LEAGUE BASEBALL FIELD
 - DUG-OUTS
 - BLEACHERS
 - BACKSTOP & FENCING AT FOUR LINES
 - ADA DRINKING FOUNTAIN
 - BICYCLE RACK
 - TRASH RECEPTACLES
 - BENCH SEATING
- 18 BUFFER PLANTINGS W/ EVERGREEN SCREEN TREES
- 19 PEDESTRIAN CONNECTION @ PARKING LOT
- 20 DOG PARK (45,000 S.F.) W/
 - TURF & DECOMPOSED GRANITE SURFACING W/ SHADE TREES
 - PERIMETER 3'-0" HT. GALVANIZED FENCING PER CITY STANDARD W/ ENTRY CORRAL AND SEPARATE LARGE & SMALL DOG AREAS
 - PET WASTE STATION & TRASH RECEPTACLES
 - OUTDOOR BENCH SEATING BY KAY PARK, INC.
 - ADA DRINKING FOUNTAINS W/ DOG BOWLS
 - ADJACENT PLANTINGS AROUND PERIMETER
- 21 EVERGREEN SCREEN TREES, TYPICAL
- 22 DECIDUOUS CANOPY PARK TREES, TYPICAL
- 23 FLOWERING ACCENT TREES, TYPICAL
- 24 STREET TREES PER CITY OF ANTIOCH DESIGN GUIDELINE, TYPICAL
- 25 CONCRETE SEAT WALL W/ SHADE TREE
- 26 BENCH, 6' LENGTH
- 27 PYLE LIGHT, HEIGHTS TO BE DETERMINED
- 28 3' HT. GALVANIZED CHAIN LINK FENCE
- 29 FOLLIARD @ PEDESTRIAN WALK & DRIVE CROSSINGS, PER CITY STANDARDS
- 30 PICNIC TABLE IN DECOMPOSED GRANITE W/ SHADE TREE & TRASH RECEPTACLES



1 SCULPTURAL LANDSCAPE MOUND SECTION (SEE PLAN FOR LOCATION)



PLAY EQUIPMENT



Play Structure for 2-5 age by Miracle Playsystems, Inc.



Play Structure for 5-12 age by Miracle Playsystems, Inc.

SPORTS COURTS



Basketball Court w/ Asphalt Paving (84'x50' NCAA)



Soccer Field Overlaid by Baseball Field

RESTROOM FACILITIES



PARK LANDSCAPE



SITE AMENITIES



Steel Bike Rack (6 bikes) by Kay Park & Recreation



3-Point Shade Sail Structure by USA Shades, Inc.



Dogipot Pet Station by Kay Park & Recreation



ADA Drinking Fountain w/ Pet Fountain Attachment by Kay Park & Recreation



Galvanized Chain Link Fence by All American Fence



Adjustable Park Grill by Kay Park & Recreation (37" Ht./ In-ground Mounted)



Picnic Table by Kay Park & Recreation



Boulder with commemorative plaque honoring Jacuzzi Knolls family



Trash & Recycling Receptacles by Kay Park & Recreation



6'-0" Long Steel Bench w/ Arms by Kay Park & Recreation



Bollard @ Pedestrian Walkway

PARK RIDGE PARK

City of Antioch, Contra Costa County, California



CONCEPTUAL LANDSCAPE PLAN INSPIRATIONAL IMAGES

NOT FOR CONSTRUCTION

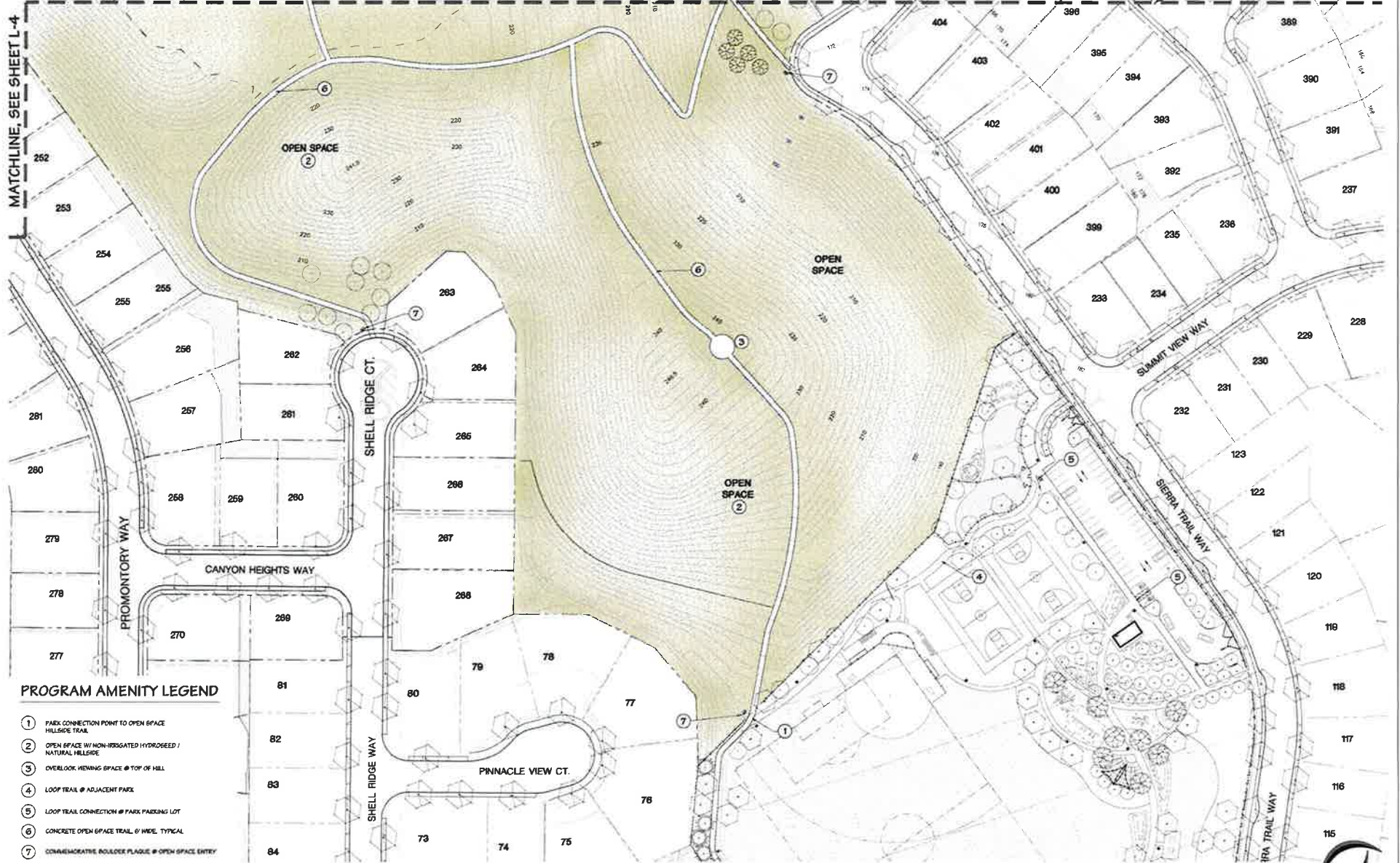


**ENVIRONMENTAL
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Walnut Creek, CA 94596
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DATE: 10/28/10
JOB# 100001 L-2
2 of 4

MATCHLINE, SEE SHEET L-4

MATCHLINE, SEE SHEET L-4



PROGRAM AMENITY LEGEND

- ① PARK CONNECTION POINT TO OPEN SPACE HILLSIDE TRAIL
- ② OPEN SPACE W/ NON-IRRIGATED HYDRAGEED / NATURAL HILLSIDE
- ③ OVERLOOK VIEWING SPACE @ TOP OF HILL
- ④ LOOP TRAIL @ ADJACENT PARK
- ⑤ LOOP TRAIL CONNECTION @ PARK PARKING LOT
- ⑥ CONCRETE OPEN SPACE TRAIL @ WIDE, TYPICAL
- ⑦ CONMEMORATIVE BOULDER PLAQUE @ OPEN SPACE ENTRY

HILLSIDE OPEN SPACE TRAIL (TYPICAL TREATMENT)

City of Antioch, Contra Costa County, California



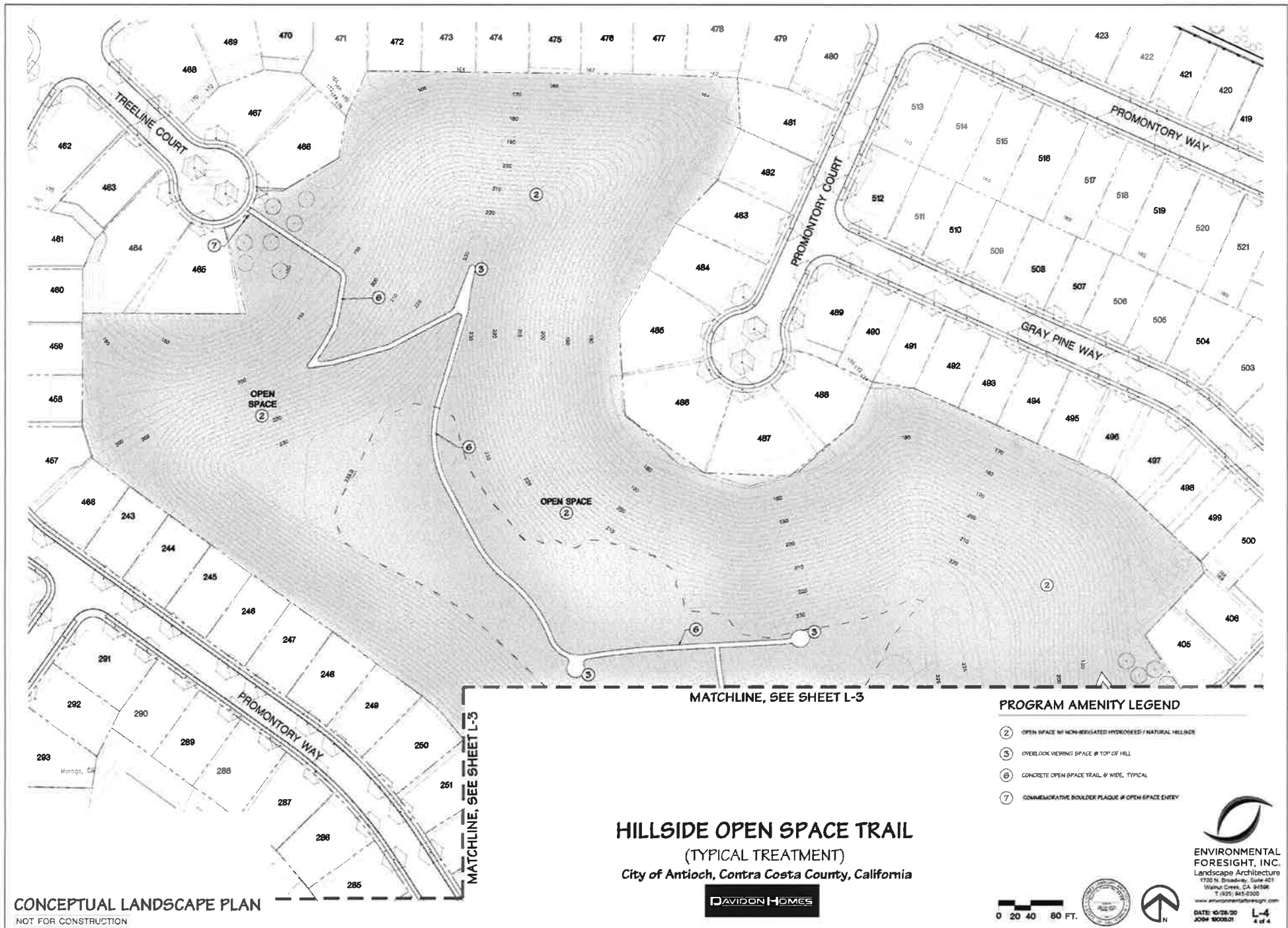
CONCEPTUAL LANDSCAPE PLAN
NOT FOR CONSTRUCTION

0 20 40 80 FT.

ENVIRONMENTAL FORESIGHT, INC.
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1700 N. Broadway, Suite 401
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DATE: 12/28/20
JOB# 18008.01

L-3
3 of 4



P:\2020\Antioch Hillside Open Space Trail\Antioch Hillside Open Space Trail.dwg, 10/28/2020, L. M. Smith

ATTACHMENT "D"



ENVIRONMENTAL
FORESIGHT, INC.
Landscape Architecture

Park Ridge Park - Antioch, California

ESTIMATE OF PROBABLE COSTS - 10/28/20

Based on the 'Preliminary Landscape Plan' dated 10/28/20

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Site Preparation & Grading				
Mobilization, Erosion Control, Staking & Layout & Const. Fencing	LS	1	\$ 200,000.00	\$ 200,000.00
Rough Grading	SF	370,000	\$0.45	\$166,500.00
			Sub-total	\$ 366,500.00
Civil Utilities				
Storm System, Domestic Water, Sewer & Drainage	LS	1	\$200,000.00	\$200,000.00
			Sub-total	\$ 200,000.00
Site Lighting & Electrical Utilities				
Electrical meter pedestal, controls, wiring, trenching & misc.	LS	1	\$50,000.00	\$50,000.00
12' HT. Pole Lights (including base)	EA	20	\$5,000.00	\$100,000.00
(not including parking lot)			Sub-total	\$ 150,000.00
Hardscape				
Standard Concrete Pedestrian Paving (no color)	SF	25,717	\$ 12.00	\$308,604.00
Asphalt Paving at Parking Lot	SF	16,926	\$ 4.50	\$76,167.00
Parking Lot Curbs	LF	790	\$ 20.00	\$15,800.00
Decomposed Granite Paving	SF	7,708	\$ 7.00	\$53,956.00
Basketball Court Paving with Line Striping	SF	16,000	\$ 6.50	\$104,000.00
Play Surface (Poured in Place Resilient Surface)	SF	4,602	\$ 22.00	\$101,244.00
Concrete Seat Walls	LF	38	\$ 180.00	\$6,840.00
Concrete Open Space Trail	LF	24,084	\$ 12.00	\$289,008.00
			Sub-total	\$ 955,619.00
Site Furnishings				
Picnic table	EA	9	\$3,500.00	\$31,500.00
Bench	EA	14	\$2,500.00	\$35,000.00
Bike Racks (6 bikes each)	EA	2	\$1,000.00	\$2,000.00
Trash & Recycling Receptacles (Pair)	EA	10	\$2,400.00	\$24,000.00
Drinking Fountains	EA	3	\$8,000.00	\$24,000.00
Dog Waste Disposal w/ Trash Can	EA	2	\$600.00	\$1,200.00
Charcoal Grill	EA	4	\$600.00	\$2,400.00
Tree Grates	EA	3	\$1,200.00	\$3,600.00
			Sub-total	\$ 123,700.00
Site Structures				
Restroom (w/ drinking fountains)	EA	1	\$130,000.00	\$130,000.00
Play structure - (5-12 yrs)	EA	1	\$80,000.00	\$80,000.00
Play structure - (2-5 yrs)	EA	1	\$65,000.00	\$65,000.00
Shade Sail (38' x 29')	EA	1	\$18,000.00	\$18,000.00
Swing Set	EA	1	\$8,000.00	\$8,000.00
Basketball Hoops	EA	4	\$6,000.00	\$24,000.00
Baseball Field (Backstop, Dugouts, Bleacher & Fencing)	LS	1	\$35,000.00	\$35,000.00
3'-6" HT. Galvanized Chain Link Fence & Gates (Dog Park)	LF	640	\$18.00	\$11,520.00
3' HT. Chain Link Fence	LF	1067	\$16.00	\$17,072.00
Double Vehicular Gate	EA	2	\$8,000.00	\$16,000.00
Entry Monument Sign	EA	1	\$8,000.00	\$8,000.00
Boulder w/ Plaque @ Open Space Trail Entry (1 @ each location)	EA	4	\$1,500.00	\$6,000.00
Bollards @ Pedestrian Walk & Drive Intersections	EA	4	\$400.00	\$1,600.00
			Sub-total	\$ 420,192.00

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Irrigation

Shrub Bubbler	SF	96,374	\$	3.00	\$	289,122.00
Lawn Spray	SF	195,025	\$	1.00	\$	195,025.00
Tree Bubbler - On-grade	EA	201	\$	125.00	\$	25,125.00
Controllers	LS	1	\$	35,000.00	\$	35,000.00
Sub-total						\$ 544,272.00

Planting

24" Box Trees	EA	5	\$	350.00	\$	1,750.00
15 Gallon Trees	EA	196	\$	200.00	\$	39,200.00
Shrubs & Groundcovers (5 gal, 1 gal) & Soil Prep	SF	96,374	\$	4.50	\$	433,683.00
Turf Lawn	SF	195,025	\$	1.00	\$	195,025.00
Bark Mulch	SF	96,374	\$	0.35	\$	33,730.90
Header (Plastic)	SF	1,210	\$	6.00	\$	7,260.00
Sculptural Mound Fine Grading	CY	460	\$	15.00	\$	6,900.00
Sub-total						\$ 717,548.90

Maintenance

Maintenance Cost Per City of Antioch

TBD

Total Landscape Estimate of Probable Costs	\$	3,477,831.90
Contingency (10%)	\$	347,783.19
GRAND TOTAL	\$	3,825,615.09

ASSUMPTIONS

1. This Cost Estimate is for conceptual budget purposes only and does not reflect a firm construction price.
2. The final contractor's estimate may vary based upon prevailing contractor cost of material and labor.
3. The following are not included in this Cost Estimate:
 - a. Domestic Water Meter
 - b. Irrigation Water Meter

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

To: City Council

From: Forrest Ebbs, Community Development Director

Re: Item No. 5 – November 10, 2020 Meeting – Attachment B

The staff report that was distributed last week contained an incorrect Attachment B. Please refer to the attached modified Attachment B. The appellant and other interested parties have been informed of this and are in receipt of the correct modified Attachment B. I apologize for the inconvenience.

ATTACHMENT B - MODIFIED

**CITY COUNCIL
RESOLUTION NO. 2020/****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
GRANTING THE APPEAL AND MODIFYING USE PERMIT Z-80-02 FOR
901 A STREET**

WHEREAS, the City of Antioch ("City") Zoning Administrator issued Use Permit 80-2 on January 24, 1980 to allow the operation of a transmission repair shop at 901 A Street;

WHEREAS, Use Permit 80-2 contained a Condition of Approval requiring compliance with the Antioch Municipal Code;

WHEREAS, as established in Antioch Municipal Code Section 9-5.2703(B)(1)(a), a Use Permit requires the finding that "that 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";

WHEREAS, the automotive repair business located at 901 A Street has consistently operated in violation of the Antioch Municipal Code including, but not limited to, the installation of an outdoor lift without proper City permits, the construction/installation of multiple accessory buildings without proper City permits, and the installation of signs without proper City permits;

WHEREAS, the automotive repair business was determined by the Planning Commission to now be detrimental to the public health and welfare and injurious to the property and improvement in the vicinity;

WHEREAS, the operator and property owner have been advised of the continued complaints and observed violations and have not taken adequate action;

WHEREAS, this project has been deemed Categorically Exempt from CEQA under Article 19, Section 15321, as an enforcement action by a regulatory agency;

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

WHEREAS, the Planning Commission on March 4, 2020, duly held a public hearing, received and considered evidence, both oral and documentary;

WHEREAS, the property owner submitted an appeal of the Planning Commission action on March 11, 2020; and,

WHEREAS, the City Council on November 10, 2020, duly held a public hearing, received and considered evidence, both oral and documentary.

ATTACHMENT B - MODIFIED

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

1. The automotive repair business has operated in violation of Condition of Approval No. 1 of Use Permit Z-80-02, which requires compliance with the Antioch Municipal Code.
2. The property owner has gained a thorough understanding of the expectations of the City of Antioch and is committed to improving the appearance and performance of the site.
3. The new Conditions of Approval will ensure that the property is managed and operated in a manner that is consistent with other well-performing operations and current expectations for automotive repair uses.

BE IT FURTHER RESOLVED that the City Council does hereby make the following required findings for modification of Use Permit Z-80-02:

1. The modifications of Use Permit Z-80-02 will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because they are intentionally designed to address the observed and reported objectionable conditions on the site.
2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance. The business is operating as a Nonconforming Use because automotive repair uses are not currently permissible in the Downtown Specific Plan (DSP) Zoning District.
3. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby GRANT the appeal and APPROVE modifications to Use Permit Z-80-02 for the existing Auto Repair-Major use at 901 A Street (APNs 065-061-008 and 065-061-001) subject to the following modified conditions:

A. GENERAL CONDITIONS

1. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
2. These Conditions of Approval shall supersede and replace all Conditions of Approval contained in Use Permit Z-80-02 issued on January 24, 1980 by the Zoning Administrator.

ATTACHMENT B - MODIFIED

B. OPERATIONAL CONDITIONS

1. All automotive repair involving power or air tools shall be conducted inside the building. Other repair services may be conducted outdoors but only within the fenced area in the rear.
2. Inoperative vehicles may not be stored outdoors for a period exceeding 14 days.
3. Vehicles may only be stored on a paved or permitted improved surface.
4. The front parking lot adjacent to A Street shall be reserved for customer parking and may not be used for employee parking or storage of customer vehicles for more than 24 hours.
5. Only customer-owned vehicles may be stored on site. Personal vehicles, boats, trailers, recreational vehicles, etc. may not be stored on site for any period exceeding 24 hours.
6. A maximum of one automotive repair or service business may operate at this site. No portion of the site shall be subleased or made available with or without compensation by any party except for the sole leaseholder (excluding the market) or an employee thereof. Evidence of employment shall be maintained on site and made available to the City of Antioch upon request.
7. Major automotive repair, including general repair of automobiles, is permitted within the building. Body work or painting is prohibited.
8. Any equipment or process requiring a permit from the Bay Area Air Quality Management District is prohibited.
9. Music shall not be played outdoors if it is audible off-site from an adjacent property or the public sidewalk.
10. No equipment visible to the public, auto parts, tools, tires, or other equipment may be stored outdoors outside of ordinary operating hours.
11. The operator of the automotive repair business shall maintain all necessary permits, licenses, etc. from the State of California or other regulatory agency and make such available to the City of Antioch.
12. Hours of operation for the automotive repair business shall be as described in Antioch Municipal Code Section 4-16.09, which is between the hours of 8:00 a.m. and 9:00 p.m., Monday through Saturday and between the hours of 9:00 a.m. and 9:00 p.m., Sundays and holidays.

C. PROPERTY CONDITIONS

1. The property owner shall submit an application for, and consent to, lot merger to the City Engineer within 60 days of this approval. The lot merger shall combine the two legal parcels on the site identified as APNs 065-061-008 and 065-061-001.

ATTACHMENT B - MODIFIED

2. All nonpermitted signs shall be removed from the building, including the multiple signs on the parapet of the building and those on the rear of the building. All future signs shall be reviewed and approved by the Community Development in writing to confirm conformance with the Antioch Municipal Code and Downtown Specific Plan. Future signs may not be installed on the parapet unless they are contained wholly within the face of the building wall.
3. All sheds, buildings, and shipping containers shall be removed from the property within 60 days of this approval.
4. The property, including the sidewalk area and frontage on Almond Street shall be maintained free of litter, weeds, garbage, or other nuisance.
5. The automotive repair operation shall comply with all applicable sections of the Antioch Municipal Code.

* * * * *

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 10th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH