



## **ANNOTATED AGENDA**

### **Antioch City Council SPECIAL AND REGULAR MEETING**

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**Date: Tuesday, October 12, 2021**

**Time: 5:30 P.M. – Special Meeting/Study Session**

**7:00 P.M. – Regular Meeting and  
Closed Session**

**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](http://www.antiochca.gov)).

If you wish to provide a written public comment, you may do so any of the following ways **by 3:00 p.m. the day of the Council Meeting:** (1) Fill out an online speaker card, located at [https://www.antiochca.gov/speaker\\_card](https://www.antiochca.gov/speaker_card), or (2) Email the City Clerk's Department at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us).

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

*The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you must submit your comments in writing **by 3:00 p.m. the day of the City Council Meeting.***

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**Lamar Thorpe**, Mayor

**Monica E. Wilson**, Mayor Pro Tem (Council Member District 4)

**Tamisha Torres-Walker**, Council Member District 1

**Michael Barbanica**, Council Member District 2

**Lori Ogorchock**, Council Member District 3

**Ellie Householder**, City Clerk

**Lauren Posada**, City Treasurer

**Ron Bernal**, City Manager

**Thomas Lloyd Smith**, City Attorney

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

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

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

## **SPEAKERS' RULES**

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

Members of the public seeking to observe the meeting may do so at [https://www.antiochca.gov/live\\_stream](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 one of the following ways (#2 pertains to the Zoom Webinar):

1. Fill out an online speaker card **by 3:00 p.m. the day of the Council Meeting** located at: [https://www.antiochca.gov/speaker\\_card](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](https://www.antiochca.gov/raise_hand). When calling into the meeting using the Zoom Webinar telephone number, press \*9 on your telephone keypad to "raise your hand". Please ensure your Zoom client is updated so staff can enable your microphone when it is your turn to speak.
3. Email comments to [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) **by 3:00 p.m. the day of the Council Meeting**. The comment will be read into the record at the meeting (350 words maximum, up to 3 minutes, at the discretion of the Mayor). **IMPORTANT:** Identify the agenda item in the subject line of your email if the comment is for Announcement of Community Events, Public Comment, or a specific Agenda Item number. No one may speak more than once on an agenda item or during "Public Comments". All emails received **by 3:00 p.m. the day of the Council Meeting** will be entered into the record for the meeting.

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

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

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

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

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



### Notice of Availability of Reports

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

### Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online **by 3:00 p.m. the day of the Council Meeting** at [https://www.antiochca.gov/speaker\\_card](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.

**5:31 P.M.      ROLL CALL – SPECIAL MEETING/STUDY SESSION – for Council Members – *All Present***

#### **PLEDGE OF ALLEGIANCE**

#### **STUDY SESSION**

#### **SM-1.      REDISTRICTING IN ANTIOCH: CRITERIA, DATA, AND THE PROCESS**

Recommended Action:    It is recommended that the City Council:

- 1) Receive the redistricting presentation and public comment, and
- 2) Confirm the dates, times, and locations (virtual or in-person) of subsequent 2021-2022 public hearings for redistricting:
  - a. **Saturday, October 16, 2021 at 10:00 a.m. – (Scheduled Virtual Meeting)**
  - b. **Tuesday, November 9, 2021 at 5:30 p.m. – (Virtual Meeting)**  
(Special meeting prior to City Council meeting)
  - c. ~~Optional Additional Meeting (e.g. Antioch Community Center) –~~  
***No additional Meeting***
  - d. **Tuesday, January 11, 2022 at 7:00 p.m. – In Council Chambers**  
(Regular City Council meeting. Introduction of Ordinance: First Reading)
  - e. **Tuesday, January 25, 2022 at 7:00 p.m. – In Council Chambers**  
(Regular City Council meeting. Second Reading: Adoption of Ordinance)

**PUBLIC COMMENT**

**MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION**

*Motioned to adjourn Special Meeting/Study Session at 6:44 p.m., 5/0*

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

**PLEDGE OF ALLEGIANCE**

**REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 1 FROM THE AUGUST 10, 2021, REGULAR CITY COUNCIL MEETING:** Stout v. City of Antioch, et al., United States District Court for the Northern District of California, Case No. 4:20-cv-08370-YGR.

***City Attorney reported Council approved settlement of \$120,000  
4/1 (Torres-Walker)***

**REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 1 FROM THE SEPTEMBER 14, 2021, REGULAR CITY COUNCIL MEETING:** Bryant v. City of Antioch, et al., United States District Court for the Northern District of California, Case No. 3:21-cv-00590-TSH.

***City Attorney reported Council approved settlement of \$65,000  
5/0***

**1. INTRODUCTION OF NEW CITY EMPLOYEES**

**2. PROCLAMATIONS**

- Proclamation Presenting Antioch High School Graduate and New York Jets Cornerback Isaiah Dunn with a Key to the City of Antioch, October 12, 2021
- Honoring Unity Day in Antioch, October 20, 2021
- Code Enforcement Officer Appreciation Week, October 10–16, 2021
- Proclamation Recognizing October 24, 2021, as World Polio Day

***Approved, 5/0***

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

**3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

- CONTRA COSTA HEALTH SERVICES – FREE COVID-19 VACCINE
- BICYCLE GARDEN – FREE AND FUN BICYCLE EDUCATION (ONLINE)
- 911 SURVEY

**4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- PARKS AND RECREATION COMMISSION
- POLICE CRIME PREVENTION COMMISSION
- BOARD OF ADMINISTRATIVE APPEALS
- PLANNING COMMISSION
- SALES TAX CITIZENS' OVERSIGHT COMMITTEE

**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**

#### **5. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 14, 2021**

***Approved, 5/0***

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

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 28, 2021**

***Continued, 5/0***

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

**C. APPROVAL OF COUNCIL WARRANTS**

***Approved, 5/0***

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

**D. SIXTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH WOODARD & CURRAN FOR THE WEST ANTIOCH CREEK FLOOD CONVEYANCE MITIGATION AND RESTORATION PROJECT (P.W. 201-5A)**

***Reso No. 2021/162 adopted, 5/0***

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

- 1) Approving a sixth amendment to the Consultant Services Agreement with Woodard & Curran for professional consulting services for the West Antioch Creek Flood Conveyance Mitigation and Restoration Project in the amount of \$122,222 for a total contract amount of \$1,673,008; and
- 2) Authorizing the City Manager to execute the sixth amendment.

## **CONSENT CALENDAR – Continued**

### **E. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE INSTALLATION OF CURB RAMPS AT VARIOUS LOCATIONS (P.W. 409-7)**

***Reso No. 2021/163 adopted, 5/0***

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

- 1) Authorizing the City Manager to execute the first amendment to the construction agreement with J.J.R. Construction, Inc. for the Installation of Curb Ramps at Various Locations Project in the amount of \$45,524.74 for a total contract amount of \$323,814.74.
- 2) Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

### **F. CONSIDERATION OF BIDS FOR COMPOSITE LOCKING MANHOLE FRAME AND COVERS IN RURAL AREAS BID NO. 968-0914-21C AND AWARDING OF MAINTENANCE SERVICE AGREEMENT**

***Reso No. 2021/164 adopted, 5/0***

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

- 1) Awarding a Maintenance Services Agreement (“Agreement”) for Composite Locking Manhole Frame and Covers in Rural Areas, to the lowest, responsive and responsible bidder Cazadoro Construction, Inc.;
- 2) Approving an Agreement with Cazadoro Construction for a term of one (1) year in an amount not to exceed \$400,000, with the option to extend an additional year, for a total amount not to exceed \$800,000; and
- 3) Authorizing the City Manager to execute the Agreement with Cazadoro Construction for the total amount not to exceed \$800,000.

### **G. ABANDONED VEHICLE ABATEMENT FEE REAUTHORIZATION AND ELECTION**

***Reso No. 2021/165 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution extending the abandoned vehicle abatement program and associated fee subject to voter approval.

## **CONSENT CALENDAR – Continued**

- H. RESOLUTION AUTHORIZING THE ACKNOWLEDGEMENT AND CONSENT OF A MEMORANDUM OF UNDERSTANDING FOR ROADWAY AND UTILITY IMPROVEMENT REIMBURSEMENT BETWEEN KB HOME NORTH BAY, LLC., RICHLAND PLANNED COMMUNITIES, INC. WITH RICHLAND DEVELOPERS, INC., AND DAVIDON HOMES, LP.

***Reso No. 2021/166 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute an acknowledgement and consent to a Memorandum of Understanding (MOU) for Roadway and Utility Improvement reimbursement between the KB Home North Bay, LLC., Richland Planned Communities, Inc. with Richland Developers, Inc., and Davidon Homes, LP.

## **PUBLIC HEARING**

6. INTRODUCTION OF AN ORDINANCE AMENDING §9-5.2507 OF THE ANTIOCH MUNICIPAL CODE REGARDING RULES OF PROCEDURE FOR THE TIMING OF RECOMMENDATIONS BY THE PLANNING COMMISSION

***To 10/26/2021 for adoption, 5/0***

Recommended Action: It is recommended that the City Council introduce by title only and waive the first reading of an ordinance amending Antioch Municipal Code §9-5.2507 regarding rules of procedure for the timing of recommendations by the Planning Commission.

7. PROPOSED AMENDMENT TO THE ANTIOCH MUNICIPAL CODE SECTIONS 9-5.203, 9-5.3801, 9-5.3845, AND THE DOWNTOWN SPECIFIC PLAN, RELATING TO CANNABIS BUSINESSES, BY ALLOWING CANNABIS BUSINESSES IN ADDITIONAL AREAS, MODIFYING THE DEFINITION OF SENSITIVE USES, AND SETTING DISTANCE REQUIREMENTS RELATING TO CANNABIS BUSINESSES

***To 10/26/2021 for adoption choosing  
Attachment A - Ordinance without Planning Commission recommendations,  
3/2 (Barbanica, Ogorchock)***

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only:

- 1) The proposed ordinance (choosing Attachment A or B in the staff report) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses,
- 2) Subject to the following amendments (if City Council wishes to make any amendments).



**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 TO CLOSED SESSION TO DISCUSS CLOSED SESSION ITEM #1**

*Motioned to adjourn to Closed Session at 8:48 p.m., 5/0*

**CLOSED SESSION:**

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code §54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations; Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit.

**RETURN TO OPEN SESSION FROM CLOSED SESSION TO REPORT OUT**

**ROLL CALL – REGULAR MEETING** – for Council Members – *All Present at 10:59 p.m.*

**CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION ITEM #1**

***No reportable action***

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – *This Closed Session with the City's Labor Negotiators is authorized by California Government Code §54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations; Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit.*

**MOTION TO ADJOURN** – *The Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*

***Motioned to adjourn meeting at 11:00 p.m., 5/0***

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

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

**SUBJECT:** Redistricting in Antioch: Criteria, Data, and the Process

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**RECOMMENDED ACTION**

It is recommended that the City Council:

1. Receive the redistricting presentation and public comment and
2. Confirm the dates, times, and locations (virtual or in-person) of subsequent 2021-2022 public hearings for redistricting:
  - a. **Saturday, October 16, 2021 10:00 AM**  
(Virtual Meeting)
  - b. **Tuesday, November 9, 2021**  
(Special meeting prior to City Council meeting)
  - c. **Optional Additional Meeting** (e.g. Antioch Community Center)
  - d. **Tuesday, January 11, 2021**  
(Regular City Council meeting. Introduction of Ordinance: First Reading)
  - e. **Tuesday, January 25, 2021**  
(Regular City Council meeting. Second Reading: Adoption of Ordinance)

**FISCAL IMPACT**

None.

**DISCUSSION**

The purpose of this presentation is to provide information to the public on redistricting and to solicit input from the public regarding the drafting of district maps. An interactive discussion will be led by our demographer, Karin MacDonald of Q2 Data & Research LLC, who will make a comprehensive, informative presentation to give the City Council and members of the public a full understanding of the redistricting process. The presentation will distinguish between districting and redistricting, provide an overview of

the laws governing the redistricting process, explain criteria for redistricting, address redistricting timelines and public involvement.

Before adopting a final map of district boundaries, at least four hearings must be held for the public to provide input about the composition of City Council districts. These hearing requirements include at least: (1) one hearing before any maps are drawn, (2) two hearings after maps are drawn, and (3) one hearing or workshop to be held on a Saturday, Sunday, or after 6 p.m. on a weekday.

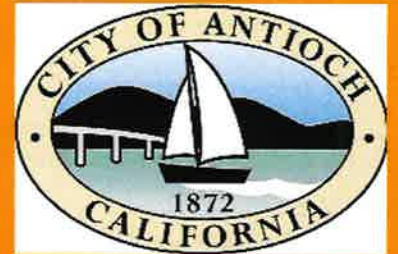
The City must also take steps to encourage residents, including those in underrepresented and non-English speaking communities, to participate in the redistricting public review process.

#### **ATTACHMENTS**

- A. Redistricting in Antioch: Criteria, Data, and The Process
- B. City Council Current Deviations by Council District

ATTACHMENT A

# Redistricting in Antioch: Criteria, Data, and The Process



Karin Mac Donald  
Q2 Data & Research, LLC  
October 12, 2021

# Today's Agenda

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- Introduction & Background
- What is Redistricting?
- Laws Governing Redistricting
- Criteria for Redistricting
- Process Timeline
- How to Get Involved



# Introduction and Background

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- In 2018, the City of Antioch converted from at-large to by-district elections
- This move was prompted by action brought under the California Voting Rights Act (CVRA)
- Cities throughout California have transitioned from 'at-large' to 'by-district' elections due to the CVRA
- The City of Antioch now has 4 city council districts
- City Council members must live in their district to be eligible to represent it
- Voters in each district elect the council member for their district

# Districting versus Redistricting

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- Districting is the process of creating districts where there were none before
- Redistricting is the process of adjusting the existing district boundaries
- Redistricting usually happens every 10 years after the release of the decennial Census
- Decennial Census data are used to equalize the populations of the districts
- Redistricting provides the opportunity to bring the existing districts into compliance with all redistricting criteria

# Laws Governing Redistricting

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- U.S. Constitution
  - Population Equality
- Federal Law
  - Voting Rights Act
- California Elections Code
  - FAIR MAPS Act

# FAIR MAPS Act - Overview

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- “Fair And Inclusive Redistricting for Municipalities And Political Subdivisions”
- Addresses local redistricting for Cities and Counties
- CA Elections Code Sections 21600 – 21609 address City Redistricting
- Became law in October 2019
- Creates a “state-mandated local program” and details the required processes for local redistricting

# FAIR MAPS Act - Process

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The FAIR MAPS Act has strict timelines and requirements for the process

- There are a minimum of 4 hearings that must take place before adopting the new district boundaries:
  - At least 1 hearing must be held prior to creating a draft map
  - A workshop led by staff or consultant may be held in lieu of 1 pre-draft hearing
  - 2 hearings must be held after creating a draft map
- Draft map(s) must be posted for feedback
- There are specific timelines for posting Hearings, Agendas, and Drafts



# FAIR MAPS Act - Components of Redistricting

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1. Website
2. Public Hearings
3. Draft plan development
4. Posting requirements
5. Public Access (including applicable language Translations and Interpretation)
6. Public Input (oral, written, or electronic)

# FAIR MAPS Act - Public Input, Education, and Transparency

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## Outreach and Education:

- Provide information to city media organizations, including media organizations that serve language minority communities.
- Provide information through good government, civil rights, civic engagement, community groups, or organizations that are active in the city

## Meetings and Workshops:

- Start at a set-time if combined with a regular or special meeting
- Collect public input including on Communities of Interest
- Provide live interpretation for non-English language speakers for certain languages
- Meeting location accessible to people with disabilities

## Project Website

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- Will remain live for 10 years
- Provides information about the date, time, and location for any public hearing or workshop five days before the hearing or workshop (or 3 days as we are closer to the final adoption date)
- Contains educational materials, handouts, presentations, videos or transcripts of hearings
- Will contain mapping files, supporting documentation and associated demographic reports
- Will include a district viewer where the Draft maps and any visualizations can be accessed
- Will host the Draft(s) and Final District Maps

# Access Tools

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- The City will make a free, online mapping application available to the public
- The online mapping tool will allow members of the public to create digital input and draw maps
- Proposals developed with the online mapping tool can be submitted to the City for consideration
- The tool will allow users to view census geography and data for any area of interest within the City boundaries.



# What are the mapping criteria?

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## Criteria Ranked in Order of Priority (“to the extent practicable”)

1. Compliance with US and CA Constitution (equal population)
2. Compliance with Federal Voting Rights Act (FVRA addresses race and language minorities)
3. Contiguity
4. Respect for\* local neighborhoods and Communities of Interest (COIs)
  - a. COIs may not include relationships with political parties, incumbents, or political candidates.
5. Boundaries should be easily identifiable and understandable by residents
6. Compactness: If it doesn't conflict with preceding criteria
7. Do not favor or discriminate against political parties

\*Respect for means minimize divisions



# Criterion 1: Equal Population

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- The US Constitution requires districts to have reasonably equal populations, e.g., “one person, one vote”
- 14<sup>th</sup> Amendment (Equal Protection)
  - Prohibits intentional discrimination because it is a violation of equal protection (the jurisdiction is treating residents differently because of race, and thus not according them equal protection under the law).
- 15<sup>th</sup> Amendment
  - Bans racial discrimination in voting

## Ideal Population Per District

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To Compute the ideal population for each type of district:

$$\text{Total population} \div \# \text{ of districts} = \text{Ideal POP}$$

Antioch total Population from 2020 Census: 115,580

Ideal population for Antioch City Council Districts?

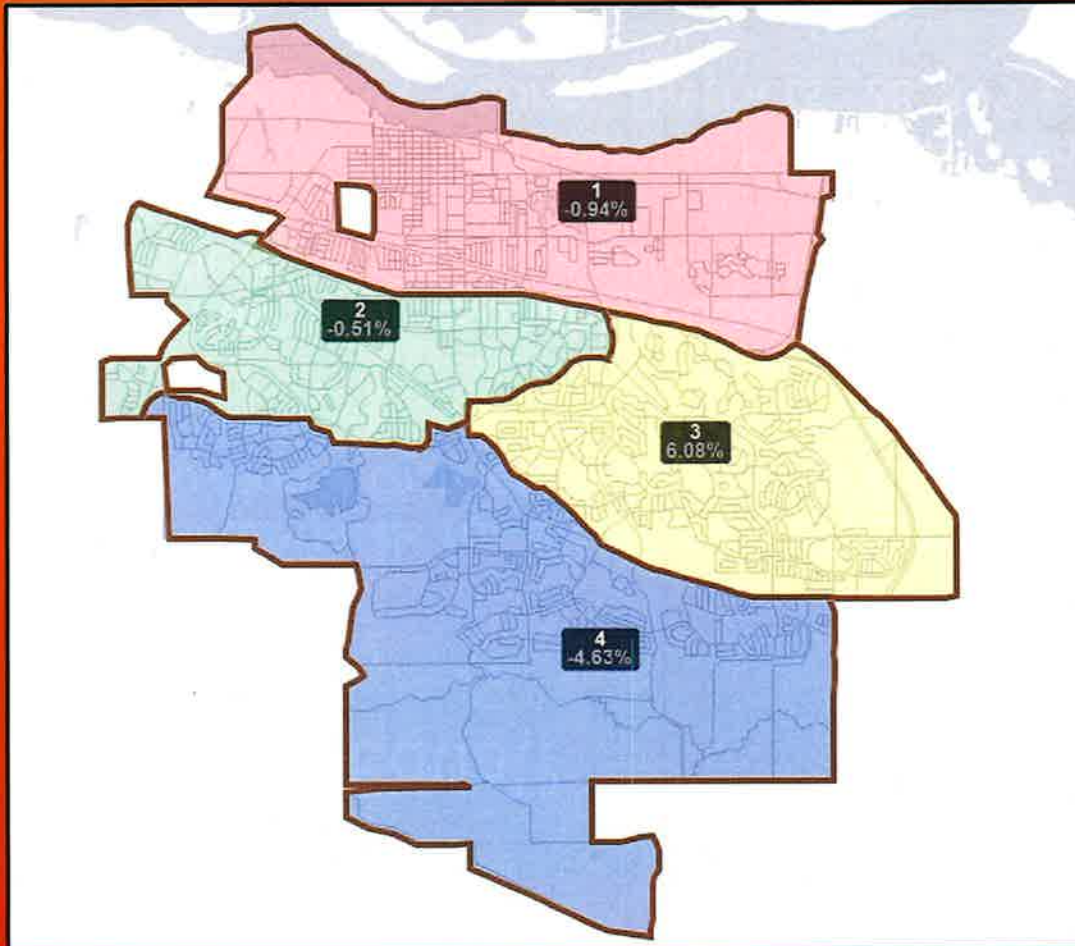
$$115,580 \div 4 = \sim 28,895 \text{ people per/district}$$

# How Equal Is Equal?

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- **Different standards for different jurisdictions:**
  - Congressional Districts held to 'strict scrutiny'
  - Lower level districts have more flexibility
- **Districts must be reasonably equal**
  - Some deviation above and/or below the ideal population is allowed
  - Generally up to  $\pm 5\%$  is used in FVRA compliance
  - For Antioch City Council Districts: 28,895  $\pm$  1,445 people

## Current/Pre-Redistricting Deviations by City Council District



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District 1: -0.94%  
District 2: -0.51%  
District 3: +6.08%  
District 4: -4.63%

## Criterion 2: Federal Voting Rights Act (FVRA), Section 2

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- Prohibits the denial or abridgement of voting rights on the basis of *race or language minority status*. (42 USC § 1973)
  - FVRA defines “language minority” as Asian, Native American, Alaskan Native or Spanish heritage. Does not apply to other language groups.
- Prohibits practices that have the purpose or effect of discriminating on the basis of race or language minority status.
- Applies nationwide, to ALL jurisdictions that conduct elections.



# FVRA and Redistricting: Vote Dilution

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- Electoral systems can limit the “ability to elect a candidate of choice” by a protected class of voters in various ways:
  - Example: at-large election systems can make it impossible for even a large minority group to elect a candidate of choice, when the majority votes against them.
  - Example: single-member districts can be drawn in ways that minimize voters’ ability to elect a candidate of choice.
- Systems that limit ability to elect in this way are said to “dilute” minority voting strength.

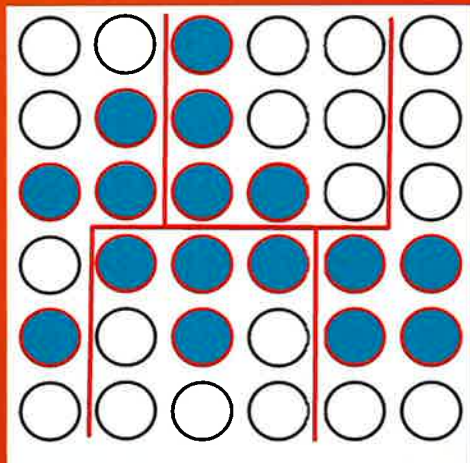
## FVRA Section 2: Methods of Vote Dilution

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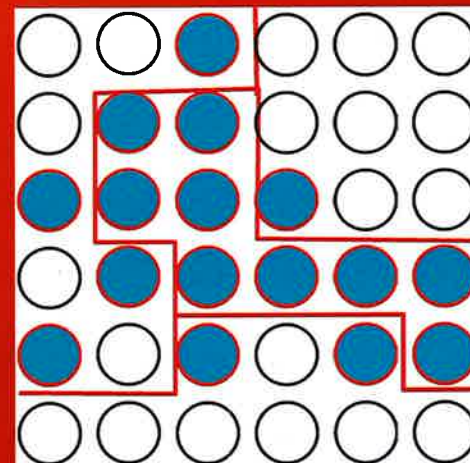
- A redistricting plan can dilute minority voting strength through two main ways:
- “Cracking”
  - Dividing up a politically viable population concentration so it doesn’t constitute a majority in any district.
- “Packing”
  - Drawing high proportion minority population into one district when it could be politically viable in more than one district

## FVRA Section 2: Methods of Vote Dilution

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“Cracking”



“Packing”



# Race and Redistricting

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- Supreme Court opinions have limited the role that race can play in redistricting
- Race cannot be the predominant criterion in line drawing
- Race should not subjugate “traditional (re)districting principles” (Compactness, Contiguity, Communities of Interest)
- District appearance has been important in some cases.

## Criterion 3: Contiguity

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- Contiguity: A district in which all parts must be adjacent to another part

in other words...

- A district in which one may travel from any location to any other location without crossing the district boundary
- California law specifies that areas that meet only at the points of adjoining corners are not contiguous
- and that:
- Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

## Criterion 4: Local Neighborhoods and Communities of Interest (COIs)

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Neighborhoods are specific to each jurisdiction

- They are sometimes defined by the jurisdiction and more frequently by the residents that live in a certain area.

**“Communities of Interest”** are generally described as a geographic area comprised of residents who share similar interests.

COIs are defined by those familiar with the community...

- Law does not limit the kinds of interests that may bind a community.
- It is up to those who live in or work with a community to identify and establish the interests that unite it.
- Interests need not be limited to current situation but can also include common goals.

# Common Interest Examples:

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- Economic interests:
  - Current situation -- common employment or economic opportunities (or lack thereof).
  - Goals -- expanding opportunities, development, bringing in businesses, and jobs, etc.
- Social interests:
  - Current -- schools, culture, transportation, parks
  - Goals -- improving recreational opportunities or public safety, preserving historic resources, etc.
- Neighborhoods are often thought of as Communities of Interest

# How to document your COI

25

Please answer the following questions:

- What bonds your community?
  - Outline what defines the COI:
  - What is your mission or commonality?
  - Explain what is different outside of the boundaries of your Community of Interest
- Where is your community located in the City?
  - Create a map of the boundaries (use Google maps, GIS/mapping program, paper, etc.)
  - Write down the boundaries
  - Residents will also receive instructions on how to use the State's Community of Interest tool to map their COIs and submit them to the City.

Please submit COI Testimony by November 5, 2021, to be considered in the Draft Map(s).



## Criterion 5: Easily Identifiable Districts

26

Council district boundaries should be easily identifiable and understandable by residents.

- District lines should be straightforward
- Respect roads and natural features
- Lines need to make geographical sense

## Criterion 6: Compactness

27

Addresses the geography of the district

- To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness

More Specifically, California's definition is:

- Don't bypass nearby areas of population in favor of more distant populations
- Regularly included compactness measures in GIS tools do not measure this criterion in accordance with CA law

## Criterion 6: Compactness

28

- Assumed to “guard against all types of gerrymandering” “drastic departures from compactness are a signal that something may be amiss”
  - Karcher v. Daggett, 462 U.S. 725 (1983)
- Most common complaints come from appearances:
  - Does a district look “funny”?
- “eyeball approach” “appearances do matter”
  - Shaw v. Reno, 509 U.S. 630 (1993)



## Criterion 7: No Politics

29

- The Council shall not adopt Council district boundaries for the purpose of favoring or discriminating against a political party
- Communities of Interest may not include relationships with political parties, incumbents or political candidates.

# Timeline Overview

30

- Hearing 1: October 12, 2021, 5:30pm
  - Kickoff and training for the public and Council
- Virtual Public Workshop: October 16, 2021, 10:00am
  - Training and public input session, collect Communities of Interest
- November 5, 2021: Deadline to Submit COIs to be considered in the draft map(s)
- Hearing 2: November 9, 2021, *time TBD*
  - Present visualizations, finalize draft map(s)
- By November 12, 2021: Draft Map(s) posted online for public comment

# Timeline Overview

31

- Hearing 3: December 14, 2021, *time TBD*
  - Feedback on draft map(s)
  - Live and in-person adjustments made on the draft(s)
- Hearing 4: January 11, 2022, *time TBD*
  - Finalize maps with live and in-person adjustments
  - Introduction of Ordinance: First Reading
- Hearing 5: January 25, 2022
  - Second Reading: Adoption of Ordinance

## Why should you participate?

32

- To make sure we know about your Community of Interest.
- To give your community a voice and make sure it has equal access to the political process.
- To encourage citizens to register, vote, and remain politically engaged.
- To help shape a redistricting plan that provides communities a meaningful opportunity to elect candidates who represent their interests on issues that are important to their lives.

# How to Get Involved

33

To participate in the process: testify, submit written testimony, send supporting information to the City

Please provide information about your Community of Interest, or other topics the City needs to know about as soon as possible.

- Submit information at a hearing, by mail, or drop off at:
- Via email: [redistricting@antiochca.gov](mailto:redistricting@antiochca.gov)
- Via Phone: (925) 779-7000
- Get information online:  
<https://www.antiochca.gov/redistricting2021>

THANK YOU FOR PARTICIPATING!!!

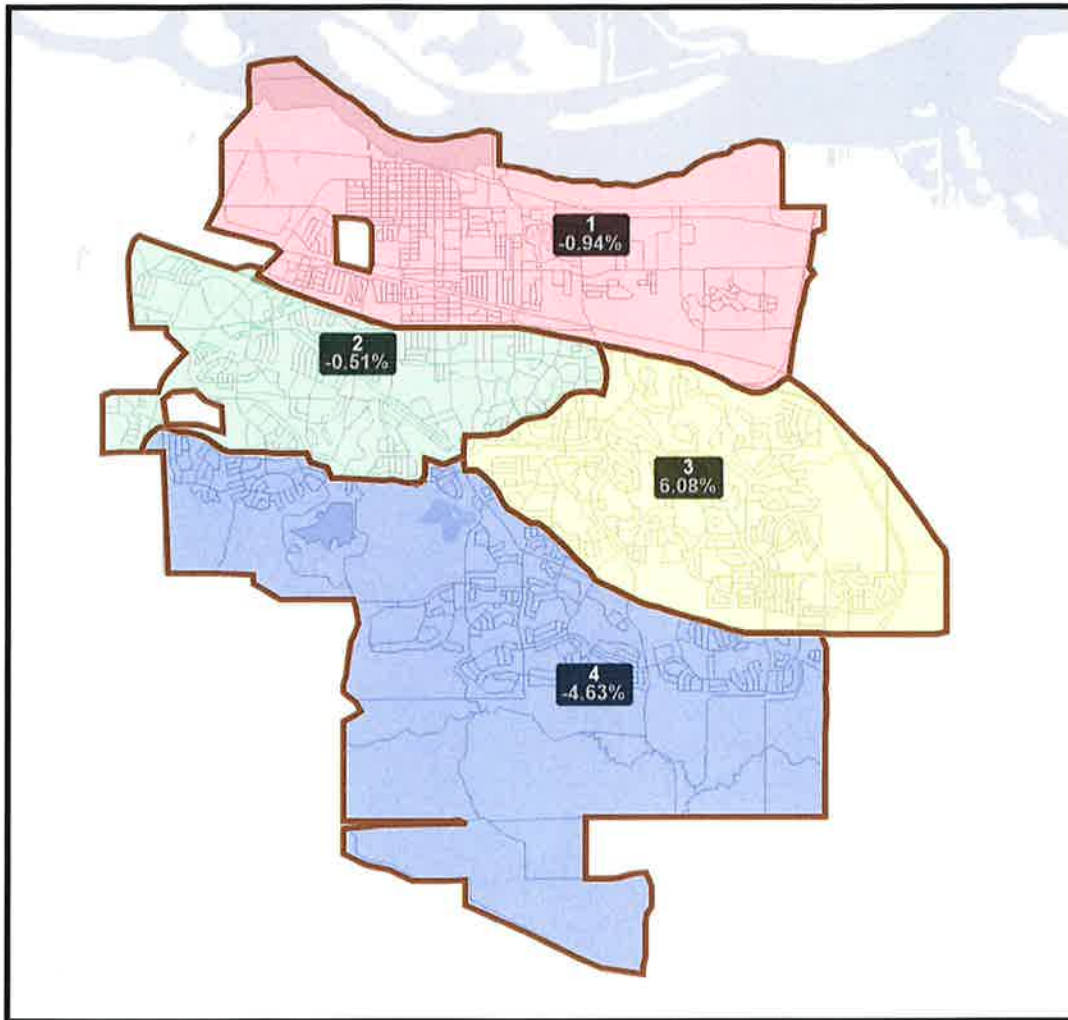
Thank you!

34

Questions?



**City of Antioch**  
**Current/Pre-Redistricting Deviations by City Council District**



District	Deviation
1	-0.94%
2	-0.51%
3	+6.08%
4	-4.63%

Total Population for the City of Antioch for Redistricting: 115,580  
Ideal Population per District: ~28,895


Data Source: Official Redistricting Data for the State of California;  
[statewidedatabase.org/redistricting2021](http://statewidedatabase.org/redistricting2021); October 1, 2021

CITY OF  
**ANTIOCH**  
CALIFORNIA

**INTRODUCTION OF NEW CITY EMPLOYEES**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

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

- Nick Putman, Equipment Operator
- Simon Kemp, Equipment Operator
- Bruce Cooke Jr., Collection Systems Worker I
- Miguel Santoyo, Collection Systems Worker I
- Ivona Kagin, Laboratory Assistant II
- Triston Wara, Fleet Services Technician
- Jeremy Wismer, Equipment Mechanic I

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➤ Community Development Director Forrest Ebbs would like to introduce:

- Michael Varela, Community Development Technician
- Amy Johnston, Community Development Technician

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➤ Finance Director Dawn Merchant would like to introduce:

- Michele Clary, Customer Service Representative

➤ Parks & Recreation Director Brad Helfenberger would like to introduce:

- Elita Hutchins, Recreation Programs Coordinator
- Hilda Pacheco, Recreation Programs Coordinator

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➤ Interim Police Chief Tony Morefield would like to introduce:

- Shawn Marques, Police Officer
- Loren Bledsoe, Corporal
- Joshua Evans, Sergeant
- Michael Souza Mellone, Sergeant



PROCLAMATION PRESENTING  
ANTIOCH HIGH SCHOOL GRADUATE AND NEW YORK JETS CORNERBACK  
**ISAIAH DUNN**  
WITH A KEY TO THE CITY OF ANTIOCH  
OCTOBER 12, 2021

*WHEREAS, Isaiah Dunn is a 2017 Antioch High School graduate, and former Panthers football player who made an indelible impression on Antioch's local landscape, its institutions and the entire community, and continues to inspire audiences with his limitless potential;*

*WHEREAS, Isaiah Dunn's primary position was cornerback at Antioch High School, but he also showed signs of versatility and strength as a wide receiver, averaging 18.9 yards per reception during his high school career;*

*WHEREAS, in his final year at Antioch High School, Isaiah Dunn made eight touchdowns, seven as a receiver, and a 96-yard return as a kick returner for a touchdown against De La Salle on a nationally televised game;*

*WHEREAS, Isaiah Dunn also made his mark as a sprinter during the off-season on the Antioch High School track and field team in the 100-meter, 200-meter and 400-meter sprints;*

*WHEREAS, Isaiah Dunn received 10 football scholarship offers before choosing Oregon State University and is proudly celebrated as the first member of his family to be accepted and attend a university, pursuing studies in human development and family sciences as an aspiring family therapist;*

*WHEREAS, Isaiah Dunn's career as a defensive back for the Oregon State University Beavers includes starting in 26 of 33 games played with a total of 115 career tackles, 16 pass deflections, 31 forced fumbles and the honor of earning the title of two-time, PAC-12 All-Academic Honorable Mention; and*

*WHEREAS, Isaiah Dunn recently earned the national distinction of signing the largest ever undrafted free agent contract with the New York Jets shortly after the conclusion of the 2021 NFL Draft.*

**NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,**  
*do hereby honor and celebrate the City of Antioch's son, ISAIAH DUNN, with a Key to the City, as a true inspiration on and off the field.*

OCTOBER 12, 2021

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LAMAR A. THORPE, Mayor

2.01  
10-12-21



*HONORING UNITY DAY IN ANTIOCH*  
*OCTOBER 20, 2021*

*WHEREAS, the Antioch community is composed of people from all over, yet we live, work, and reside together in our town;*

*WHEREAS, in the course of living and working together there is sometimes conflict and misunderstanding that causes strife and hardship;*

*WHEREAS, children, adolescents and seniors are affected by bullying every year, which causes pain and health repercussions that can last for years;*

*WHEREAS, targets of bullying are more likely to acquire physical, emotional and learning problems that affect such activities as attending community events, going to school, riding public transportation, and visiting parks;*

*WHEREAS, the presence of bullying in our community creates an environment that may hold all citizens back from being all they can be, especially our youth;*

*WHEREAS, research has shown that promoting and modeling the prosocial behaviors of kindness, acceptance of difference, and inclusion creates healthier communities for all people;*

*WHEREAS, coming together united in our desire to create a healthier community enriches the lives of children, young adults, families and our senior citizens – all of us that are proud to call Antioch home; and*

*WHEREAS, Unity Day is a national day of commemoration and observed annually in Antioch since 2017.*

*NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim October 20, 2021 as UNITY DAY in Antioch and encourage all residents to wear orange that day, and that students, parents, seniors, community organizations, religious institutions, recreation programs and businesses celebrate kindness and inclusion to create a healthier community.*

*OCTOBER 12, 2021*

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LAMAR A. THORPE, Mayor

**2.02**  
**10-12-21**



## **CODE ENFORCEMENT OFFICER APPRECIATION WEEK**

**OCTOBER 10-16, 2021**

*WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of citizens in communities throughout the state of California through the enforcement of local, state and federal laws and ordinances dealing with various issues of building, zoning, housing, environmental health, and life safety;*

*WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving quality of life for residents and businesses of local communities;*

*WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities;*

*WHEREAS, Code Enforcement Officers are dedicated, highly-qualified and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities and ensuring safety, and preserving property values through knowledge, training and application of housing, zoning and nuisance laws;*

*WHEREAS, Code Enforcement Officers often have a highly visible role in the communities they serve and regularly interact with the public and a variety of federal, state, county, and local officials in their capacity as a Code Enforcement Officer;*

*WHEREAS, the California State Legislature passed Assembly Concurrent Resolution (ACR) No. 283, designating the second week of October as Code Enforcement Officer Appreciation Week; and*

*WHEREAS, the City of Antioch wants to recognize and honor Code Enforcement Officers that serve our communities and acknowledge their role in leading the way to improve quality of life within our communities.*

**NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim the second week of October as “CODE ENFORCEMENT OFFICER APPRECIATION WEEK” in the City of Antioch. I encourage all residents to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.**

**OCTOBER 12, 2021**

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**LAMAR A. THORPE, Mayor**

**2.03**  
**10-12-21**





**PROCLAMATION RECOGNIZING OCTOBER 24, 2021 AS  
WORLD POLIO DAY**

*WHEREAS, Rotary is a global network of neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe;*

*WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world;*

*WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio;*

*WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease;*

*WHEREAS, to date, Rotary has contributed more than US \$2.1 billion and countless volunteer hours to protecting more than 2.5 billion children in 122 countries;*

*WHEREAS, Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation;*

*WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents;*

*WHEREAS, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and*

*WHEREAS, there are over 1.2 million Rotary members in more than 35,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad.*

**NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim that October 24th is WORLD POLIO DAY and encourages all citizens to join Rotary International in the fight for a polio-free world.**

**OCTOBER 12, 2021**

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**LAMAR A. THORPE, Mayor**

**2.04  
10-12-21**



# FREE COVID-19 VACCINE

## **GET IMMUNIZED TO PROTECT YOURSELF FROM COVID!**

*(Minors should be accompanied by a parent or guardian)*

### **ANTIOCH COMMUNITY CENTER – 4701 Lone Tree Way Antioch**

**Seven days per week: 7:00 A.M. – 7:00 P.M.**

***Appointments for Testing Only***

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### **NICK RODRIGUEZ COMMUNITY CENTER – 213 F St. Antioch**

**Tuesday – Saturday: 8:00 A.M. – 11:30 A.M. and 12:30 P.M. – 3:00 P.M.**

***Walk-ins and Appointments (Vaccine Offered: One-dose and two-dose)***

**CCHS vaccine screening and consent forms for minors**

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### **ANTIOCH HEALTH CENTER – 1335 Country Hills Dr. Antioch**

**Monday – Friday: 8:00 A.M. – 4:30 P.M.**

***Walk-ins only (Vaccine Offered: Two-dose only)***

**CCHS vaccine screening and consent forms for minors**

### **Getting Tested at County and State Sites**

- **Scheduled Appointment Testing**: Call (833) 829-2626 to schedule an appointment at any County or State site or [schedule online](#).
- **No Appointment Testing**: Walk-ins without appointment are accepted at these additional locations in Contra Costa County [county testing locations](#) (until 11:30 a.m.). People without an appointment may have long wait times.
- **Testing for Work and School**: If you need regularly testing for work or school, please make an appointment or get tested through your healthcare provider. [Click here for information about getting a free COVID-19 vaccine.](#)

**RESPONSE**  
Coronavirus (COVID-19)

CONTRA COSTA  
HEALTH SERVICES



For more information, go online and visit  
[coronavirus.cchealth.org](https://coronavirus.cchealth.org)





## HOW IT WORKS

Picture a miniature city streetscape with a small-scale versions of real-life traffic features like traffic signals, road signs, street markings, bus stops, bike lanes, train tracks, and roundabouts. The learning will be self-guided, free, and open to the public.

# Bicycle Garden

## Free & Fun Bicycle Education

The City of Antioch, Street Smarts Diablo, and the Contra Costa Transportation Authority have teamed up to create a one-of-a-kind facility for teaching bicycle and pedestrian safety education and encouraging the use of pollution-free transportation. This Bicycle Garden will provide healthy, fun, outdoor recreation in a safe, car-free environment.

## GET INVOLVED

Help shape plans for this important community resource. Take a survey, attend public meetings, and learn more.

Visit:

[antiochca.gov/recreation/bicyclegarden](http://antiochca.gov/recreation/bicyclegarden)

Or scan the QR code:

*Take the survey for  
a chance to win a  
\$50 gift card.*



## PUBLIC MEETINGS (ONLINE)

Monday, October 4, 6-8pm

Thursday, October 14, 6-8pm

Saturday, October 23, 9-11am



Watch 3D video at [ccta.net/bicyclegarden](http://ccta.net/bicyclegarden)







## COMO FUNCIONA

Imagine una ciudad miniatura con paisaje urbano, pero con características a menor escala de los que vería en la vida real. Como, por ejemplo; señales de tránsito, semáforos, paradas de autobús, señalización de calles, canales para bicicletas, vías de tren y rotondas. El aprendizaje será autoguiado, completamente gratuito y abierto al público.

# Jardín de Bicicletas

## Educación y Diversión Gratuita para ciclistas

La ciudad de Antioch, Street Smarts Diablo y la autoridad de Transporte de Contra Costa (CCTA), se han unido para crear una estructura única en su estilo, que servirá para educar tanto a ciclistas como a peatones sobre la seguridad al compartir las vías. Y ayudará a promover el uso de métodos de transporte alternativos que no contaminen el ambiente. Este jardín de bicicletas proveerá recreación al aire libre de una manera saludable, divertida, segura y sin automóviles.

## ÚNASE

Ayúdenos a crear planes para este recurso tan importante para la comunidad. Realice nuestra encuesta, asista a las reuniones públicas y obtenga más detalles.

Visitar:

[antiochca.gov/recreation/bicyclegarden](http://antiochca.gov/recreation/bicyclegarden)

Escanea el código QR:

*¡Realice nuestra encuesta y tendrá la oportunidad de ganar una gift card valorada en \$50!*



## REUNIONES PÚBLICAS (en línea)

Lunes, 4 de Octubre de 6-8pm

Jueves, 14 de Octubre de 6-8pm

Sábado, 23 de Octubre de 9-11am



Vea videos 3D en [ccta.net/bicyclegarden](http://ccta.net/bicyclegarden)



CITY OF  
**ANTIOCH**  
CALIFORNIA



# 911 Survey

## Tell Us About Your Experience



Some calls to 911 and the City's non-emergency number are for situations that do not need a police officer to respond. In July 2021, the City of Antioch and Urban Strategies Council (USC), a not-for-profit social justice organization, began designing a program to address non-emergency calls using well-trained community respondents.

To develop Antioch's model, USC is collecting input from Antioch residents who have experience with the 911-system or feedback on how the City addresses non-emergency 911 calls and community needs. Answers will help develop a new community-based response system with focus on harm reduction strategies that better serve residents in need and enable first responders to focus on violent crimes and serious medical emergencies.

This survey aims to understand community needs from the voice of the people most impacted. The survey is anonymous and confidential and takes seven minutes to complete.

TAKE THE  
SURVEY

There are many ways to take the survey in English or Spanish:

1) Scan the QR-code and take the survey on your phone:

*English*



*Spanish*



2) Go to this link from your tablet, laptop, or desktop:

*English* [https://www.surveymonkey.com/r/Antioch\\_2021](https://www.surveymonkey.com/r/Antioch_2021)

*Spanish* [https://www.surveymonkey.com/r/Antioch\\_Spanish](https://www.surveymonkey.com/r/Antioch_Spanish)

- 3) Want a paper survey? Visit the greeter's desk at Antioch City Hall at 200 H Street. Grab a printed survey, fill it in on the spot or at your convenience, and return it to the same location in the sealed envelope provided.
- 4) Survey information is included in the City's October utility bill mailings.
- 5) Look out for USC community engagement events throughout Antioch and work with a member of our team to take the survey.



# Encuesta sobre el sistema 911

## Háblenos sobre su experiencia



Algunas llamadas al 911 y al número de la ciudad que no es de emergencia son para situaciones que no necesitan que un oficial de policía responda.

En Julio de 2021, la Ciudad de Antioch y Urban Strategies Council (USC), una organización de justicia social sin fines de lucro, comenzaron a diseñar un programa para atender llamadas que no eran de emergencia utilizando personal de respuesta comunitario bien capacitado.

Para desarrollar el modelo de Antioch, USC está recopilando información de sus residentes que tengan experiencia con el sistema 911 o que tengan comentarios sobre cómo la ciudad aborda las llamadas al 911 que no son de emergencia y las necesidades de la comunidad. Las respuestas ayudarán a desarrollar un nuevo sistema de respuesta basado en la comunidad con un enfoque en estrategias de reducción de daños que sirvan mejor a los residentes en necesidad y que permita al personal de respuesta enfocarse en delitos violentos y emergencias médicas graves.

Esta encuesta tiene como objetivo comprender las necesidades de la comunidad a partir de la voz de las personas más afectadas. La encuesta es anónima y confidencial y tarda siete minutos en completarse. Gracias por su participación!

Tome una  
Encuesta

Hay muchas formas de responder la encuesta a su conveniencia en español:

1) Escanee el código QR y responda la encuesta en su teléfono:

*Inglés*



*Español*



2) Vaya a esta dirección web desde su tableta, computadora portátil o computadora de escritorio:

*Inglés* [https://www.surveymonkey.com/r/Antioch\\_2021](https://www.surveymonkey.com/r/Antioch_2021)

*Español* [https://www.surveymonkey.com/r/Antioch\\_Spanish](https://www.surveymonkey.com/r/Antioch_Spanish)

- 3) ¿Quiere una encuesta en papel? Visite el mostrador de recepción en el Ayuntamiento de Antioch en 200 H Street. Tome una encuesta impresa, complétela en el lugar o cuando le resulte conveniente y devuélvala en el mismo lugar en el sobre sellado que se proporciona.
- 4) La información de la encuesta se incluye en los envíos de facturas de servicios públicos de la Ciudad de Antioch en Octubre.
- 5) Esté atento a los eventos de participación de la comunidad de USC en todo Antioch y trabaje con un miembro de nuestro equipo para realizar la encuesta.



## ***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: 10/29/2021**

- **PARKS AND RECREATION COMMISSION**

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### **DEADLINE DATE: 10/15/2021**

- **POLICE CRIME PREVENTION COMMISSION**
- **BOARD OF ADMINISTRATIVE APPEALS**
- **PLANNING COMMISSION**

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### **DEADLINE DATE: 10/29/2021**

- **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

***Your interest and desire to serve our community is appreciated.***

**PARKS AND RECREATION COMMISSION**

**(Extended deadline date: 10/29/21)**

***One (1) Commissioner, 4-year term vacancy, 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. This term expires 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: 10/15/21)**

***Three (3) Commissioners, 4-year term vacancies, expiring October 2025***

***One (1) Commissioner, partial-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.

**BOARD OF ADMINISTRATIVE APPEALS**

**(Deadline Date: 10/15/21)**

***One (1) Board Member, 4-year term vacancy, expiring March 2024***

***One (1) Board Member, 2-year term vacancy, expiring March 2022***

***One (1) Alternate Member, 2-year term vacancy, expiring March 2022***

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

- 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. These full-term vacancies will expire October 2025.
- 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**

**(Deadline date: 10/29/2021)**

***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".



## CITY COUNCIL MEETING

Regular Meeting  
7:00 P.M.

September 14, 2021  
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](http://www.antiochca.gov)). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.*

*Written public comments were received by 3:00 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at [https://www.antiochca.gov/speaker\\_card](https://www.antiochca.gov/speaker_card), or (2) Emailed the City Clerk's Department at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us). Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: [https://www.antiochca.gov/speakers\\_or\\_by\\_dialing](https://www.antiochca.gov/speakers_or_by_dialing) (925) 776-3057.*

### **5:30 P.M. - CLOSED SESSION**

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Mariyana Bryant v. City of Antioch, United States District Court, Northern District of California, Case No. 21-cv-00590-TSH.
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to Government Code section 54956.8: Property: 301 W. 10th Street Antioch, CA; Agency Negotiation: City of Antioch and Contra Costa County Fire Protection District; Negotiating Parties: Ron Bernal, City Manager, City of Antioch and Mike Quesada, Assistant Fire Chief, Support Services, Contra Costa County Fire Protection District; Under Negotiation: Price and Terms of Payment.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** pursuant to Government Code section 54956.9(d)(2): One case.
4. **PUBLIC EMPLOYMENT – Recruitment of City Manager.** This closed session is authorized pursuant to Government Code section 54957.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, no reportable action, **#3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, no reportable action; and, **#4 PUBLIC EMPLOYMENT – Recruitment of City Manager**, no reportable action.

### **7:00 P.M. – REGULAR MEETING**

Mayor Thorpe called the meeting to order at 7:00 P.M., and City Clerk Householder called the roll.

Present: Council Member District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe  
Absent: Council Member District 1, Torres-Walker (arrived at 7:04 P.M.)

## **PLEDGE OF ALLEGIANCE**

Councilmember Ogorchock led the Pledge of Allegiance.

### **1. PROCLAMATION**

*California Coastal Clean Up Day, September 18, 2021*

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the Council approved the Proclamation. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Absent: Torres-Walker

Councilmember Torres-Walker arrived at 7:04 P.M.

Paula White representing the Watershed Project accepted the *California Coastal Clean Up Day* proclamation and thanked the City Council for the recognition.

Director of Parks and Recreation Helfenberger requested residents register in advance for Coastal Cleanup Day, on the City's website.

### **2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Director of Parks and Recreation Helfenberger announced Contra Costa County Health Services provided the following free COVID-19 resources available for the community:

- Antioch Community Center – Testing Only Site, seven days per week, 7:00 A.M. – 7:00 P.M., by appointment only
- Nick Rodriguez Community Center – Vaccination site (one and two dose), Tuesday – Saturday, 8:00 A.M. – 11:30 A.M. and 12:30 P.M. – 3:00 P.M., for walk ins and appointments
- Antioch Health Center on Country Hills Drive – Vaccination site (two dose), Monday – Friday 8:00 A.M. – 4:30 P.M. walk ins only

He also announced the Antioch Senior Center would be hosting a Resource Fair from 11:30 A.M. – 1:30 P.M. on September 17, 2021.

### **3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Householder announced the following Board and Commission openings:

- Police Crime Prevention Commission

She reported applications were available at: [www.bit.ly/ApplyAntioch](http://www.bit.ly/ApplyAntioch).

## **PUBLIC COMMENTS**

The following public comments were read into the record by City Clerk Householder.

Antioch resident discussed hurricanes and questioned if Antioch participated in the National Flood Insurance Program and if so, inquired as to who the CSR coordinator was that served as the liaison between the community and FEMA.

Sal Sbranti provided written comment that discussed the success of Measure C in increasing staffing at the Antioch Police Department and reducing criminal activity in Antioch. He thanked former Mayor Harper, former Chief of Police Allan Cantando and Chief Brooks for recognizing the importance of keeping residents safe in the community.

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

Andrew Becker discussed the City's lack of emergency shelter housing and encouraged the City Council to address this matter. He questioned what the financial impact had been for homeless encampment abatement efforts.

## **COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Barbanica announced that he would be attending Cal Cities meetings on September 15, 2021, and next week.

Councilmember Ogorchock congratulated Sergeants Mike Mellone and Josh Evans on their promotions.

Councilmember Wilson announced a NAMI event would be taking place from 9:00 A.M. - 11:30 A.M. on September 18, 2021, at Contra Loma Reservoir Park. She reported Tri Delta Transit and other local transit agencies were offering free rides and BART was offering 50% off fares for the month of September. She stated she would be attending a Tri Delta Transit meeting on September 22, 2021. She reported on her attendance at a Delta Diablo meeting.

## **MAYOR'S COMMENTS**

Mayor Thorpe congratulated Councilmember Wilson on being accepted to the Water Education for Latino Leaders (WELL) fellowship program. He thanked everyone who participated in the 9-11 candlelight vigil.

## **4. CONSENT CALENDAR**

### **A. CITY COUNCIL MEETING MINUTES FOR AUGUST 10, 2021**

- B. CITY COUNCIL MEETING MINUTES FOR AUGUST 24, 2021
- C. RESOLUTION NO. 2021/144 APPROVING A FOUR-YEAR EXTENSION OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR THE FISCAL YEARS ENDED JUNE 30, 2022 THROUGH JUNE 30, 2025 WITH BADAWI & ASSOCIATES, CPA'S
- D. RESOLUTION NO. 2021/145 PURCHASE OF UNINTERRUPTIBLE POWER SUPPLY AND MAINTENANCE BYPASS CABINET WITH SOLE SOURCE JUSTIFICATION REQUEST
- E. RESOLUTION NO. 2021/146 OFFICE OF TRAFFIC SAFETY (OTS) 2022 STEP GRANT – APPROVAL AND ALLOCATION OF GRANT FUNDS
- F. RESOLUTION NO. 2021/147 NAMING PARCEL G PARK (APN: 053-060-035) OF THE PARK RIDGE SUBDIVISION 8846 “SIERRA TRAIL PARK”
- G. RESOLUTION NO. 2021/148 FIFTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH WOODARD & CURRAN FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)
- H. RESOLUTION NO. 2021/149 APPROVING AMENDMENT TO LEASE AGREEMENT FOR 415 O STREET BUILDING
- I. RESOLUTION NO. 2021/150 AMENDMENTS TO MEMORANDA OF AGREEMENT WITH CONTRA COSTA HEALTH SERVICES FOR MUTUAL AID RESPONSE TO COVID-19 PANDEMIC – USE OF CITY ANTIOCH FACILITIES
- J. RESOLUTION NO. 2021/151 CONSIDERATION OF BIDS FOR VARIOUS ASPHALT REPAIRS – SERVICE CUTS BID NO. 968-0526-21A AWARD
- K. RESOLUTION NO. 2021/152 APPROVING A FIRST AMENDMENT AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH THE LOCAL GOVERNMENT COMMISSION (LGC) AND THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT

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

Item F – Mayor Thorpe requested Council consider naming the new park Julpun Park instead of Sierra Trail Park.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously approved item F amending the name of the park in the resolution to Julpun Park.

## **PUBLIC HEARING**

### **5. ORDINANCE GRANTING A FRANCHISE AGREEMENT EXTENSION TO CALIFORNIA RESOURCES PRODUCTION CORPORATION (CRC), TO TRANSPORT NATURAL GAS AND OTHER HYDROCARBON PRODUCTS WITHIN CERTAIN PUBLIC STREETS IN THE CITY OF ANTIOCH**

City Attorney Smith announced staff requested a continuation of this item to September 28, 2021, as there were still items that needed to be negotiated.

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

Harry Thurston, Antioch resident, opposed the ordinance granting a franchise agreement extension to California Resources Production Corporation. He stated prior to the Council deciding on the ordinance, additional factors needed to be researched and reported back to staff and the public.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council continued the Public Hearing to September 28, 2021. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson

Noes: Torres-Walker, Thorpe

## **COUNCIL REGULAR AGENDA**

### **6. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENTS FOR TWO FULL-TERM VACANCIES EXPIRING MARCH 2024 AND ONE VACANCY EXPIRING MARCH 2022**

City Clerk Householder read a biography for Marie Livingston.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously appointed by resolution Marie Livingston to the Board of Administrative Appeals for one full-term vacancy expiring March 2024.

City Clerk Householder administered the Oath of Office to Marie Livingston.

City Clerk Householder and Mayor Thorpe thanked Board Member Livingston for continuing to serve on the Board of Administrative Appeals.

City Clerk Householder read a biography for Ademuyiwa Adeyemi.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously appointed by resolution Ademuyiwa Adeyemi to the Board of Administrative Appeals for one full-term vacancy expiring March 2024.

City Clerk Householder administered the Oath of Office to Ademuyiwa Adeyemi.

City Clerk Householder and Mayor Thorpe thanked Ademuyiwa Adeyemi for continuing to serve on the Board of Administrative Appeals.

City Clerk Householder read a biography for Antwon Webster.

**RESOLUTION NO. 2021/153**

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously appointed by resolution Antwon Webster to the Board of Administrative Appeals for one vacancy expiring March 2022.

City Clerk Householder administered the Oath of Office to Antwon Webster.

City Clerk Householder and Mayor Thorpe thanked Mr. Webster for continuing to serve on the Board of Administrative Appeals.

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

Director of Parks and Recreation Helfenberger presented the staff report dated September 14, 2021, recommending the City Council adopt the resolution approving a Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces.

The following public comments were read into the record by City Clerk Householder.

Melissa Case, Antioch resident, thanked the Park and Recreation Department for taking excellent care of her neighborhood park.

Lynda Green, Be Exceptional Programs, provided written comment in support of the *Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces* and *Inclusion in Parks and Recreation Programs for People of All Abilities* policies.

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

Brendon O'Laskey, East County Regional Group, spoke in support of the *Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces* policy. He requested north Antioch Park be renovated and tier three parks be prioritized. In addition, he suggested Contra Loma Estates be considered a tier two park.

In response to Councilmember Ogorchock, Director of Parks and Recreation Helfenberger clarified the intention of the policy is that it is applied to all new and renovated parks. He noted all tier two and tier three parks would receive inclusive amenities to bring them to a standard of an all-abilities playground.



**RESOLUTION NO. 2021/154**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution approving a Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces.

**8. POLICY FOR INCLUSION IN PARKS AND RECREATION PROGRAMS FOR PEOPLE OF ALL ABILITIES**

Director of Parks and Recreation Helfenberger presented the staff report dated September 14, 2021, recommending the City Council adopt the resolution approving a Policy for Inclusion in Parks and Recreation Programs for people of all abilities.

Councilmember Ogorchock spoke in support of both inclusionary policies.

Councilmember Wilson agreed with Councilmember Ogorchock and recognized the City Council for investing in all the youth in Antioch.

Mayor Thorpe agreed with Councilmember Wilson and noted City Council had lifted the voice of residents. He thanked Councilmember Ogorchock for advocating on behalf of the inclusive play environment policy.

**RESOLUTION NO. 2021/155**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution approving a Policy for Inclusion in Parks and Recreation Programs for people of all abilities.

**9. REDISTRICTING PROCESS AND COMMUNITY OUTREACH FOR CITY COUNCIL MEMBER DISTRICT BOUNDARIES**

City Attorney Smith presented the staff report dated September 14, 2021, recommending the City Council provide direction to staff regarding the proposed dates and times for the 2021-2022 redistricting meetings: 1) Tuesday, Oct. 12, 2021 (Special meeting prior to City Council meeting. At least one public hearing shall be held before maps are drawn.) 2) Saturday, October 16, 2021 (Special meeting time to be determined. At least one public hearing or public workshop shall be held on a Saturday, or Sunday or after 6 p.m. on a weekday.) 3) Tuesday, November 9, 2021 and Tuesday, December 14, 2021 (Special meetings prior to City Council meetings. At least two public hearings shall be held after maps are drawn.) 4) Tuesday, January 11, 2022 (Regular City Council meeting. Introduction of Ordinance: First Reading) 5) Tuesday, January 25, 2022 (Regular City Council meeting. Second Reading: Adoption of Ordinance).

Karin Mac Donald stated she was available to answer any questions this evening.

Councilmember Ogorchock discussed the importance of scheduling meetings at times that would encourage public participation.

City Attorney Smith responded that they would schedule times where the public would be the most available.

Ms. Mac Donald commented that it was better to start the meetings at a time when everyone could be present, without having to leave work early to get more public input.

Mayor Thorpe stated he understood the concerns and if the meetings were held on Council nights, the agenda development team could lessen items so that this matter could be placed on the Council Regular Agenda.

Councilmember Ogorchock suggested holding one meeting downtown and one meeting uptown.

Mayor Thorpe added the third Tuesday of the month was prescribed as a Council Work Session, so it would also be available.

In response to Councilmember Wilson, City Attorney Smith stated that provided the Brown Act extension occurred, they could make the meetings available virtually.

**10. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR ASSISTANT CITY ATTORNEY, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT (SENIOR) BARGAINING UNIT**

Administrative Services Director Mastay presented the staff report dated September 14, 2021, recommending the City Council adopt a resolution approving the New Class Specification for Assistant City Attorney, assigning a salary range, and assigning the classification to the Management (Senior) Bargaining Unit.

**RESOLUTION NO. 2021/156**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted a resolution approving the New Class Specification for Assistant City Attorney, assigning a salary range, and assigning the classification to the Management (Senior) Bargaining Unit.

**11. RESOLUTION ASSIGNING THE CLASS SPECIFICATION OF DEPUTY CITY ATTORNEY TO THE MANAGEMENT (MID/PROFESSIONAL) BARGAINING UNIT**

Administrative Services Director Mastay presented the staff report dated September 14, 2021, recommending the City Council adopt a resolution assigning Class Specification of Deputy City Attorney to the Management (Mid/professional) Bargaining Unit.

**RESOLUTION NO. 2021/157**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted a resolution assigning Class Specification of Deputy City Attorney to the Management (Mid/professional) Bargaining Unit.

**12. DISCUSSION ITEM: PROPOSED ORDINANCE AMENDING §9-5.2507 OF THE ANTIOCH MUNICIPAL CODE REGARDING RULES OF PROCEDURE FOR THE TIMING OF RECOMMENDATIONS BY THE PLANNING COMMISSION**

City Attorney Smith presented the staff report dated September 14, 2021, recommending the City Council provide direction concerning whether staff should return with an ordinance limiting the time the Planning Commission has to deliver recommendations to the City Council.

Mayor Thorpe spoke in support of bringing back the Ordinance for Council consideration and requested it be prioritized. He explained it had been his observation that the Planning Commission had broken policy by asking staff to bring an item back in sections. He noted Council were the policy makers and the Planning Commission needed to weigh in on items in a timely manner.

Director of Community Development Ebbs discussed when the 60-day requirement would apply.

Mayor Thorpe added that the 60-day timeframe for the Planning Commission process was typical for other cities.

Following discussion Council consensus directed staff to bring back an ordinance amendment limiting the time the Planning Commission had to deliver recommendations to the City Council.

**13. RESOLUTION ADOPTING THE OPTIONS OF THE COVID-19 MANDATORY TESTING AND VACCINATION POLICY**

Administrative Services Director Mastay presented the staff report dated September 14, 2021, recommending the City Council adopt a resolution for the Options of the COVID-19 Mandatory Testing and Vaccination Policy.

In response to Councilmember Ogorchock, Administrative Services Director Mastay stated she could include paid time off for testing if that was Council's direction. She stated she would include medical and religious exemptions in the policy.

A motion was made by Councilmember Wilson to adopt the resolution.

Councilmember Ogorchock requested a friendly amendment to the motion to add paid time off for testing as well as medical and religious exemptions to the policy.

Councilmember Wilson amended the motion as follows:

Councilmember Wilson moved to adopt the resolution for the Options of the COVID-19 Mandatory Testing and Vaccination Policy to include paid time off for testing and religious and medical exemptions. Councilmember Ogorchock seconded the motion.

City Manager Bernal explained the policy stated that if an employee was not vaccinated, they would be required to be tested weekly, so vaccinations were not mandatory, and exemptions did not apply.

City Attorney Smith added that the motion made was acceptable because it did not change the policy.

Councilmember Torres-Walker expressed concern that there were no specific timelines for ending the policy.

City Manager Bernal responded that an end date would be established in the policy and extended if necessary, depending on what was occurring on that date in the County and State.

Councilmember Torres-Walker questioned how employee's anonymity and medical privacy would be protected if they had to report vaccination and testing status. She also questioned if those vaccinated would be required to submit to testing since they could contract and transmit the virus.

Administrative Services Director Mastay responded that currently they were looking at a variety of options to maintain confidentiality and not violate HIPA regulations. She explained that those affected would have the option to get vaccinated, test weekly or submit an exemption. She noted weekly testing would be paid for by the City and employees would be notified to opt in on a certain day and time. She further noted if they had to take time off to wait for results it would be paid.

Councilmember Barbanica commented that he wished everyone would get vaccinated; however, this policy would make it so uncomfortable and create so many difficulties that employees would be coerced into doing so. He reported that he was contacted by an employee who asked Council not to approve this item as they felt it was a personal medical decision. He stated he did not support the policy.

#### **RESOLUTION NO. 2021/158**

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council adopted a resolution for the Options of the COVID-19 Mandatory Testing and Vaccination Policy. The motion carried the following vote:

Ayes: Ogorchock, Wilson, Thorpe

Abstain: Torres-Walker

Noes: Barbanica

#### **14. LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS PACKET**

Administrative Services Director Mastay presented the staff report dated September 14, 2021, recommending the City Council review and discuss the League of California Cities Annual Conference Resolutions Packet and provide direction to the voting delegate (Councilmember Barbanica).

Councilmember Barbanica reported he had reviewed all the information, consulted with City Manager Bernal and Assistant City Manager Bayon Moore, and he was prepared to vote to support the resolutions.

Mayor Thorpe stated he supported Councilmember Barbanica.

**PUBLIC COMMENTS – None**

**STAFF COMMUNICATIONS**

City Manager Bernal invited the community to attend a community-wide retirement send off for Chief Brooks from 6:00 P.M. – 8:30 P.M. on September 17, 2021, at Williamson Ranch Park.

**COUNCIL COMMUNICATIONS**

Councilmember Wilson requested staff agendize a discussion regarding strengthening just cause for evictions protections and anti-tenant harassment.

Mayor Thorpe announced he would not be in town this weekend and encouraged the community to attend Chief Brooks at his retirement event.

Councilmember Barbanica mentioned that he would also be out of town this weekend and would not be able to attend this event. He thanked Chief Brooks for his service and wished him well in Idaho.

Councilmember Ogorchock requested staff agendize a Proclamation for Chief Brooks.

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 8:41 P.M.

Respectfully submitted:


Kitty Eiden  
KITTY EIDEN, Minutes Clerk




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

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

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

**SUBJECT:** City Council Meeting Minutes of September 28, 2021

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of September 28, 2021.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
SEPTEMBER 17 - SEPTEMBER 30, 2021  
FUND/CHECK#

**100 General Fund**

***Non Departmental***

00395134	ZAYO GROUP LLC	REFUNDABLE BOND REFUND	3,100.00
00396271	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00396308	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	631.62
00396309	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00396310	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	631.62
00396323	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	80.00
00396345	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	1,446.50
00396350	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	576.99
00396359	LIFE INSURANCE COMPANY N AMER.	PAYROLL DEDUCTIONS	7,775.31
00396372	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,630.14
00396373	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	1,508.00
00396378	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,564.00
00396382	PARS	PAYROLL DEDUCTIONS	11,640.50
00396387	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00396400	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	76,595.18
00396402	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	396.39
00396403	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00396404	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	396.39
00396405	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00396466	AFLAC	INSURANCE PREMIUM	5,211.16
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,440.19
00396527	DELTA DENTAL	INSURANCE PREMIUM	42,028.03
00396555	INNOVATIVE CONSTRUCTION SOLUTIONS	DEPOSIT REFUND	15,000.00
00396582	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	44,221.56
00396594	STANTEC CONSULTING SERVICES INC	CEQA INITIAL STUDY	20,703.02
00940654	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	880.00
00940655	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTIONS	21,418.66
00940656	APWEA	PAYROLL DEDUCTIONS	4,256.36
00940666	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	78,416.24
00940673	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	18,010.26
00940674	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	56,890.71
00940863	LSA ASSOCIATES INC	PROFESSIONAL SERVICES	3,182.50

***City Council***

00396273	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,353.75
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***City Attorney***

00396284	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	3,714.88
00396285	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	20,312.77
00396304	CONTINUING EDUCATION OF THE BAR	LEGAL SERVICES RENDERED	501.06
00396353	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	14,644.50
00396358	LEXISNEXIS	LEXISNEXIS ADV RESEARCH	229.00
00396363	MANNING AND KASS ELLROD RAMIREZ	LEGAL SERVICES RENDERED	81.75
00396367	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	30,278.56
00396379	OPPENHEIMER INVESTIGATIONS GROUP	LEGAL SERVICES RENDERED	1,884.00
00396410	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	208.80
00940854	CANON FINANCIAL SERVICES	COPIER LEASE	132.42



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
SEPTEMBER 17 - SEPTEMBER 30, 2021  
FUND/CHECK#

**City Manager**

00396270	ANTIOCH EXECUTIVE INN	MOTEL VOUCHER PROGRAM	750.00
00396273	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	154.02
00396315	COSTCO	OFFICE SUPPLIES	54.40
00396421	VOLER STRATEGIC ADVISORS INC	CONSULTING SERVICES	8,000.00
00396473	ALHAMBRA	WATER SERVICE	25.50
00396476	AMBIUS	PLANT SERVICE	312.37
00396501	CASEY PRINTING INC	ANNUAL CITY REPORT	27,703.10
00396541	FOCUS STRATEGIES	CONSULTING SERVICES	7,963.75
00396610	VOLER STRATEGIC ADVISORS INC	CONSULTING SERVICES	16,000.00
00940854	CANON FINANCIAL SERVICES	COPIER LEASE	132.41

**City Clerk**

00396535	EIDEN, KITTY J	MINUTES CLERK	5,233.75
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**City Treasurer**

00396361	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	205.69
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**Human Resources**

00396317	CPS HUMAN RESOURCE SERVICES	TRAINING	199.00
00396348	IEDA INC	PROFESSIONAL SERVICES	5,056.33
00396349	IEDA INC	PROFESSIONAL SERVICES	5,056.33
00396528	DUFFY, ADAM JAMES	EDUCATION REIMBURSEMENT	440.00

**Economic Development**

00396280	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	125.00
00396290	CALED	MEMBERSHIP RENEWAL	947.96
00396409	TEAMCALIFORNIA ECONOMIC DEVELOP	MEMBERSHIP RENEWAL	2,500.00
00940854	CANON FINANCIAL SERVICES	COPIER LEASE	132.41

**Finance Administration**

00396292	CASTRO, JOSEPHINE A	EXPENSE REIMBURSEMENT	95.47
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**Finance Accounting**

00940868	SUPERION LLC	ASP SERVICES	37,653.58
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**Finance Operations**

00396462	ACCOMTEMPS	TEMP SERVICES	560.00
00396581	QUADIENT LEASING USA INC	MAILING SYSTEM MACHINE	1,029.08

**Non Departmental**

00396273	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	72.06
00396311	CONTRA COSTA COUNTY LIBRARY	QUARTERLY MAINTENANCE	42,545.50
00396374	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	16,784.14
00396512	COMMUNITY INITIATIVES	MURAL INSTALLATION	29,730.00
00940748	RETIREE	MEDICAL AFTER RETIREMENT	1,842.77

**Public Works Administration**

00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	21.15
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**Public Works Street Maintenance**

00396267	ANTIOCH ACE HARDWARE	SUPPLIES	36.71
00396268	ANTIOCH AUTO PARTS	AUTO PARTS	34.90
00396269	ANTIOCH BUILDING MATERIALS	ASPHALT	15,985.87
00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00396289	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	880.00
00396316	COUNTY ASPHALT	ASPHALT	4,583.21
00396351	INTERSTATE SALES	SUPPLIES	1,718.69



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00396355	KELLY MOORE PAINT CO	SUPPLIES	93.43
00396362	MANERI SIGN COMPANY	SIGNS	3,382.47
00396377	OFFICE DEPOT INC	OFFICE SUPPLIES	19.25
00396381	PACIFIC NORTHWEST OIL	OIL	519.53
00396396	SHERWIN WILLIAMS CO	SUPPLIES	60.79
00396420	VISIONS RECYCLING INC	SOUND WALL PAINT	2,131.61
00396424	WATERSAVERS IRRIGATION	IRRIGATION PARTS	146.23
00396435	EAST BAY WORK WEAR	SAFETY SHOES - NORTHAM	126.02
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	11.69
00396502	CENTER FOR HEARING HEALTH INC	ANNUAL AUDIOMETRIC TESTING	296.41
00396527	DELTA DENTAL	INSURANCE PREMIUM	172.84
00396588	SEELCLICKFIX	ANNUAL LICENSE	2,499.96
00396600	SUBURBAN PROPANE	PROPANE	802.42
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
<b>Public Works-Signal/Street Lights</b>			
00396520	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	34,419.12
00396556	JAM SERVICES INC	ELECTRICAL EQUIPMENT	4,214.40
<b>Public Works-Facilities Maintenance</b>			
00396266	ANTIOCH ACE HARDWARE	SUPPLIES	6.89
00396283	BAY CITIES PYROTECTOR	REPAIR SERVICES	1,140.00
00396345	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	36,183.81
00396383	PEPPER INVESTMENTS INC	PEST CONTROL	2,402.00
00396391	RFI COMMUNICATIONS AND SECURITY	SUPPLIES	297.15
00396481	ANTIOCH ACE HARDWARE	OPERATING SUPPLIES	12.83
00396490	BAY CITIES PYROTECTOR	INSPECTION SERVICES	1,050.00
00396494	BLUE STAR COMPANY INC	RECYCLING	2,174.00
00396563	MAKAI SOLUTIONS	INSPECTION SERVICES	440.00
00940658	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	34.63
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,877.50
00940853	BIG SKY ENVIRONMENTAL SOLUTIONS	USED TIRE DISPOSAL	247.75
<b>Public Works-Parks Maint</b>			
00396264	AMERICAN PLUMBING INC	PLUMBING SERVICES	2,165.00
00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,264.24
00396300	COMBINATION LOCK AND SAFE	CHECK REPLACEMENT	179.67
00396377	OFFICE DEPOT INC	OFFICE SUPPLIES	52.66
00396394	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	3,063.00
00396406	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	2,075.00
00396411	TERRACARE ASSOCIATES	PARK MAINTENANCE	93,897.25
00396424	WATERSAVERS IRRIGATION	IRRIGATION PARTS	926.21
00396502	CENTER FOR HEARING HEALTH INC	ANNUAL AUDIOMETRIC TESTING	98.80
00396544	GATES AND ASSOCIATES INC	PROFESSIONAL SERVICES	3,940.00
00940659	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	10,550.00
00940857	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	9,950.00
<b>Public Works-Median/General Land</b>			
00396266	ANTIOCH ACE HARDWARE	IRRIGATION PARTS	87.06
00396267	ANTIOCH ACE HARDWARE	SUPPLIES	106.45
00396377	OFFICE DEPOT INC	OFFICE SUPPLIES	14.49
00396397	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,588.00



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00396399	SOILAND CO INC	PROFESSIONAL SERVICES	5,310.68
00396406	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	20,212.50
00396424	WATERSAVERS IRRIGATION	IRRIGATION SUPPLIES	3,399.30
00396569	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	226.04
00940670	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	1,953.83
<b>Police Administration</b>			
00396261	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - BLUMBERG AND EGAN	750.00
00396263	ALLEN, ASHLEY MARIE	TRAINING PER DIEM	198.00
00396274	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,835.89
00396275	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	126.35
00396276	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,160.28
00396277	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7,485.72
00396281	BARNETT MEDICAL SERVICES INC	PROFESSIONAL SERVICES	165.00
00396305	CONTRA COSTA COUNTY	TRAINING - J EGAN 11/1-11/3	218.00
00396306	CONTRA COSTA COUNTY	TRAINING - J EGAN 11-4	101.00
00396318	CRANDELL, ASHLEY MARIE	TRAINING PER DIEM	198.00
00396319	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	210.00
00396324	DUFFY, ADAM JAMES	TRAINING PER DIEM	330.00
00396327	EAN SERVICES LLC	RENTAL CAR - A GONZALEZ	170.32
00396329	ED JONES CO INC	UNIFORMS	2,345.03
00396336	GALLS LLC	EQUIPMENT	6,341.53
00396337	GIRARD, JEANNINE G	TRAINING PER DIEM	198.00
00396356	KENDALL, PRICE JULIUS	TRAINING PER DIEM	330.00
00396364	MATIS, ZECHARIAH DANIEL	TRAINING PER DIEM	330.00
00396368	MILNER, BRAYTON THOMAS	EXPENSE REIMBURSEMENT	1,002.29
00396376	NGUYEN, TIFFANY JACQUELINE	TRAINING PER DIEM	330.00
00396377	OFFICE DEPOT INC	OFFICE SUPPLIES	158.31
00396386	PETERSON, SAMANTHA GENOVEVA	TRAINING PER DIEM	198.00
00396398	SOARES, ANITA MARIE	TRAINING PER DIEM	198.00
00396401	STATE OF CALIFORNIA	BACKGROUNDS	64.00
00396412	THIRD DEGREE COMMUNICATIONS	TRAINING - E NILSEN	525.00
00396414	TRANSUNION RISK AND ALTERNATIVE	LEO DATABASE	123.60
00396427	CORTEZ, ANA E	TRAINING PER DIEM	142.00
00396428	REINKE, LISA MARIE	TRAINING PER DIEM	380.00
00396463	ADAMSON POLICE PRODUCTS	SUPPLIES	131.69
00396469	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - F BLUMBERG	2,094.00
00396470	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - J EGAN	2,094.00
00396471	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - T LENDERMAN	2,011.00
00396472	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - J HULLEMAN	2,011.00
00396487	AT AND T MOBILITY	DEPARTMENT CELL PHONES	7,309.26
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	20.63
00396495	BLUMBERG, FREDRICK C.	TRAINING PER DIEM	115.00
00396504	CHAPLIN AND HILL INVESTIGATIVE SERV	PROFESSIONAL SERVICES	5,369.13
00396505	CI TECHNOLOGIES INC	SUBSCRIPTION SERVICES	3,672.00
00396506	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	95.03
00396507	CLONINGER, NAHLEEN R	OT MEALS REIMBURSEMENT	27.00
00396509	COLLEY, JAMES M	TRAINING PER DIEM	57.50
00396513	CONCORD UNIFORMS LLC	UNIFORM	75.48



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00396514	CONCORD UNIFORMS LLC	CADET UNIFORMS	15.31
00396522	CORDICO PSYCHOLOGICAL CORP	PRE-EMPLOYMENT EVALUATION	400.00
00396523	COX, JOHN SPENCER	TRAINING PER DIEM	760.00
00396524	CRYSTAL CLEAR LOGOS INC	UNIFORMS	131.26
00396527	DELTA DENTAL	INSURANCE PREMIUM	86.42
00396529	DUFFY, ADAM JAMES	TRAINING PER DIEM	142.00
00396533	EGAN, JOSHUA	TRAINING PER DIEM	115.00
00396535	EIDEN, KITTY J	MINUTES CLERK	405.00
00396536	EJM DIGITAL LLC	TRAINING - K INABNETT	400.25
00396538	EVANS, JOSHUA FIELD	TRAINING PER DIEM	142.00
00396543	GALLS LLC	UNIFORMS	1,248.67
00396547	GREEN, ROBERT A	TRAINING PER DIEM	57.50
00396553	HOFFMAN, RICK D	TRAINING PER DIEM	142.00
00396564	MARCOTTE, BROCK A	TRAINING PER DIEM	330.00
00396566	MCDONALD, RYAN J	MEAL ALLOWANCE	57.50
00396572	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	557.48
00396573	NILSEN, ERIK ROBERT	TRAINING PER DIEM	228.00
00396574	OFFICE DEPOT INC	BUSINESS CARDS	692.43
00396583	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
00396586	ROMBOUGH, ERIC A	TRAINING PER DIEM	330.00
00396587	SAFESTORE INC	EVIDENCE STORAGE	2,810.35
00396592	SMITH, THOMAS S	TRAINING PER DIEM	228.00
00396595	STATE OF CALIFORNIA	BACKGROUNDS	358.00
00396602	THIRD DEGREE COMMUNICATIONS	TRAINING - A DUFFY	375.00
00396604	TRANSUNION RISK AND ALTERNATIVE	LEO DATABASE	115.80
00396609	VERIZON WIRELESS	DATA SERVICES	3,008.57
00396612	WENGER, DEVON	MEAL ALLOWANCE	57.50
00940665	MOBILE MINI LLC	EVIDENCE STORAGE	421.50
00940854	CANON FINANCIAL SERVICES	COPIER LEASE	1,915.55
00940862	IMAGE SALES INC	ID CARDS	44.36
00940865	MOBILE MINI LLC	EVIDENCE STORAGE	291.52
<b>Police Prisoner Custody</b>			
00396377	OFFICE DEPOT INC	OFFICE SUPPLIES	100.64
<b>Police Community Policing</b>			
00396484	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	131.29
00396485	ARROWHEAD 24 HOUR TOWING INC	VEHICLE STORAGE	6,461.25
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	15.22
00396496	BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	23.00
00396525	D TAC K9 LLC	K9 TRAINING	1,850.00
00396531	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	160.00
00396534	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	58.68
00396545	GEIS, RYAN A	MILEAGE REIMBURSEMENT	34.50
00396554	HUNT AND SONS INC	FUEL	95.58
00396567	METRO MOBILE EQUIPMENT	HELMETS	1,894.06
00396593	SP PLUS CORPORATION	PARKING SERVICES	21,000.00
00940860	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,096.25
00940866	ODIN SYSTEMS INC	COMMUNITY SAFETY	3,500.00



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**Police Investigations**

00396474	ALHAMBRA	WATER SERVICES	196.23
00396475	ALHAMBRA	WATER SERVICES	225.21
00396499	CALIFORNIA EXTRADITION SERVICES	EXTRADITION SERVICES	1,772.00
00396518	CONTRA COSTA COUNTY	LAB FEES	3,319.68
00396519	CONTRA COSTA COUNTY	LAB FEES	16,396.00
00396542	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	159.49
00396552	HAWK ANALYTICS	DIGITAL FORENSICS	4,995.00
00396560	LEXISNEXIS	SUBSCRIPTION SERVICES	252.50
00396578	PEN LINK	DIGITAL FORENSICS	3,713.33
00396589	SEROLOGICAL RESEARCH INSTITUTE	EVIDENCE ANALYSIS	2,400.00
00396601	T MOBILE USA INC	DISCOVERY SERVICES	6,460.00

**Police Special Operations Unit**

00396530	EAN SERVICES LLC	VEHICLE RENTALS	5,446.85
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**Police Communications**

00396301	COMCAST	CONNECTION SERVICES	160.15
00396464	AEROTEK INC	DATA 911 MAINTENANCE	945.00
00396465	AEROTEK INC	DATA 911 MAINTENANCE	337.50
00396486	AT AND T MCI	PHONE	58.73
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	20.64
00396497	BY YOUR SITE CONSULTING	MAINTENANCE SERVICES	6,270.00
00396511	COMCAST	CONNECTION SERVICES	127.91
00396516	CONTRA COSTA COUNTY	RADIO SERVICES	1,934.50
00396517	CONTRA COSTA COUNTY	RADIO SERVICES	1,940.38
00396527	DELTA DENTAL	INSURANCE PREMIUM	86.42
00396546	GLOBALSTAR USA	SATELITE PHONE	225.03
00396577	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00396599	STREHLOW, JIM	EMERGENCY SERVER REBUILD	8,000.00
00940851	AMERICAN TOWER CORPORATION	CELL TOWER FEES	253.96

**Police Community Volunteers**

00396275	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	235.89
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**Police Facilities Maintenance**

00396345	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	40,333.57
00396383	PEPPER INVESTMENTS INC	PEST CONTROL	644.00
00396413	TMC SHOOTING RANGE SPECIALIST INC	RANGE MAINTENANCE	2,750.00
00396491	BHALLA SERVICES INC	VEHICLE CAR WASH	66.00
00396539	FASTRAK VIOLATION PROCESSING	BRIDGE TOLLS DUE	6.00
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,780.00

**Youth Network Services**

00396273	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	666.70
00396512	COMMUNITY INITIATIVES	YOUTH ART PROGRAM	12,100.00

**Community Development Land Planning Services**

00396279	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
00396535	EIDEN, KITTY J	MINUTES CLERK	187.50

**CD Code Enforcement**

00396279	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,743.88
00396527	DELTA DENTAL	INSURANCE PREMIUM	63.68
00396603	TRAN, KEVIN	CITATION REFUND	340.00





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00396608	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00940668	RED WING SHOE STORE	SAFETY SHOES - K HARVEY	189.48
<b>PW Engineer Land Development</b>			
00396298	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	14,880.00
00396447	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	146,962.50
00396574	OFFICE DEPOT INC	OFFICE SUPPLIES	156.96
00940671	TESTING ENGINEERS INC	TESTING	1,632.00
<b>Community Development Building Inspection</b>			
00396279	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	258.87
00396326	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	1,061.28
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	16.02
00396527	DELTA DENTAL	INSURANCE PREMIUM	120.36
<b>Capital Imp. Administration</b>			
00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	22.26
00396377	OFFICE DEPOT INC	OFFICE SUPPLIES	20.84
00396502	CENTER FOR HEARING HEALTH INC	ANNUAL AUDIOMETRIC TESTING	82.34
<b>209</b>	<b>RMRA Fund</b>		
<b>Non Departmental</b>			
<b>Streets</b>			
00940864	MCK SERVICES INC	PAVEMENT PROJECT	300,875.00
<b>212</b>	<b>CDBG Fund</b>		
<b>CDBG</b>			
00396282	BAY AREA CRISIS NURSERY	CDBG SERVICES	2,218.53
00396313	CCC FAMILY JUSTICE ALLIANCE	CDBG SERVICES	7,643.83
00396360	LIONS CENTER FOR VISUALLY IMPAIRED	CDBG SERVICES	2,814.03
<b>CDBG-CV</b>			
00396395	SHELTER INC	CDBG SERVICES	42,230.00
<b>213</b>	<b>Gas Tax Fund</b>		
<b>Streets</b>			
00396266	ANTIOCH ACE HARDWARE	SUPPLIES	57.43
00396424	WATERSAVERS IRRIGATION	IRRIGATION PARTS	210.11
00940670	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	3,247.72
<b>214</b>	<b>Animal Services Fund</b>		
<b>Animal Services</b>			
00396275	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	16.99
00396328	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	96.55
00396344	HILLS PET NUTRITION	SUPPLIES	247.13
00396375	MWI VETERINARY SUPPLY CO	SUPPLIES	209.90
00396426	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,758.60
00396467	AIRGAS USA LLC	OXYGEN	65.28
00396558	KOEFRAN SERVICES INC	DISPOSAL SERVICES	1,850.00
00396571	MWI VETERINARY SUPPLY CO	SUPPLIES	852.06
00396615	ZOETIS LLC	SUPPLIES	141.50
00940861	IDEXX LABORATORIES INC	VETERINARY LAB SERVICES	358.54
<b>219</b>	<b>Recreation Fund</b>		
<b>Non Departmental</b>			
00396296	CITY OF ANTIOCH	START UP CASH	120.00
00396346	HUB INTERNATIONAL OF CA INSURANCE	EVENT INSURANCE	1,353.18



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00396425	YOUNG, WILLIE	INSURANCE REFUND	410.00
00396568	MINISTERIOS RENACER DE LA IGLESIA	DEPOSIT REFUND	1,000.00
<b>Nick Rodriguez Community Cent</b>			
00396273	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	116.00
00396383	PEPPER INVESTMENTS INC	PEST CONTROL	444.00
00396565	MASSONE MECHANICAL INC	MAINTENANCE SERVICES	400.91
00396568	MINISTERIOS RENACER DE LA IGLESIA	DEPOSIT REFUND	876.82
00396590	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	2,815.00
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
<b>Senior Programs</b>			
00396345	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	12,093.90
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3.00
<b>Recreation Sports Programs</b>			
00396288	BSN SPORTS LLC	STAFF UNIFORMS	184.38
00396302	CONCORD SOFTBALL UMPIRES	UMPIRE FEES	1,925.00
00396339	GONZALEZ-ALSON, ZONIA	CONTRACTOR PAYMENT	828.00
<b>Recreation-Comm Center</b>			
00396273	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	303.94
00396325	DUGAND, KARINA	CONTRACTOR PAYMENT	1,290.60
00396345	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	30,731.02
00396365	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,212.60
00396416	UNIQUE PEST CONTROL	BIRD SERVICE	400.00
00396489	BAY AREA DRIVING SCHOOL INC	CONTRACTOR PAYMENT	600.00
00396508	COLE SUPPLY CO INC	SUPPLIES	1,006.36
00396579	PEREZ-GUTIERREZ, YUNUEN	PRESCHOOL REFUND	414.00
00396584	RED CROSS STORE	CERTIFICATIONS	672.00
<b>Recreation Water Park</b>			
00396257	AAA FIRE PROTECTION SVCS	INSPECTION SERVICES	1,266.10
00396273	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	259.32
00396299	COLE SUPPLY CO INC	SUPPLIES	508.75
00396322	DEPARTMENT OF INDUSTRIAL RELATIONS	INSPECTION SERVICES	243.75
00396345	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	10,567.69
00396347	ICEE COMPANY, THE	SUPPLIES	2,722.96
00396383	PEPPER INVESTMENTS INC	PEST CONTROL	420.00
00396384	PEPSI COLA COMPANY	SUPPLIES	15.16
00396385	PERAM, LAKSHMI DEEPIKA	SWIM LESSON REFUND	202.00
00396392	ROBINS LOCK AND KEY	REPAIR SERVICES	200.43
00396419	US FOODS INC	SUPPLIES	1,162.51
00396425	YOUNG, WILLIE	RENTAL FEE REFUND	818.00
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
<b>221 Asset Forfeiture Fund</b>			
<b>Non Departmental</b>			
00396591	SHERRER, GARY	ASSET FORFEITURE	2,210.00
00396597	STEWART, DAMON	ASSET FORFEITURE	5,455.00
<b>222 Measure C/J Fund</b>			
<b>Streets</b>			
00396259	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	22,656.00



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<b>226</b>	<b>Solid Waste Reduction Fund</b>		
	<b>Solid Waste</b>		
00396279	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	302.50
<b>229</b>	<b>Pollution Elimination Fund</b>		
	<b>Channel Maintenance Operation</b>		
00396260	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	13,760.00
00396314	CONTRA COSTA HEALTH SERVICES	DUMP FEES	298.50
00396468	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,480.00
	<b>Storm Drain Administration</b>		
00396307	CONTRA COSTA COUNTY	JEPA COST AGENCY SHARE	25,610.79
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
	<b>Hillcrest Maintenance Zone 2</b>		
00396406	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	150.00
	<b>Hillcrest Maintenance Zone 4</b>		
00396406	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	125.00
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
	<b>Park 1A Maintenance District</b>		
00396320	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	1,993.24
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
	<b>Citywide 2A Maintenance Zone 3</b>		
00396406	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	850.00
	<b>Citywide 2A Maintenance Zone 8</b>		
00396389	RECOLOGY BLOSSOM VALLEY ORGANICS	PLANTER MATERIAL	6,769.41
	<b>Citywide 2A Maintenance Zone10</b>		
00396354	JETMULCH INC	INSTALLATION SERVICES	19,470.00
00396389	RECOLOGY BLOSSOM VALLEY ORGANICS	PLANTER MATERIAL	9,298.04
00396399	SOILAND CO INC	PROFESSIONAL SERVICES	1,322.60
<b>257</b>	<b>SLLMD Administration Fund</b>		
	<b>SLLMD Administration</b>		
00396580	PRINT CLUB	TEMP SERVICES	82.31
00396588	SECLICKFIX	ANNUAL LICENSE	2,499.96
<b>259</b>	<b>East Lone Tree SLLMD Fund</b>		
	<b>Zone 1-District 10</b>		
00396259	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	24,960.00
<b>280</b>	<b>CFD 2016-01 Police Protection Fund</b>		
	<b>Police Community Policing</b>		
00396526	DAVID TAUSSIG AND ASSOCIATES INC	PROFESSIONAL SERVICES	373.38
<b>311</b>	<b>Capital Improvement Fund</b>		
	<b>Energy Efficiency</b>		
00396561	LOCAL GOVERNMENT COMMISSION	CIVIC SPARK SERVICES	8,454.56
<b>376</b>	<b>Lone Diamond Fund</b>		
	<b>Assessment District</b>		
00396503	CENTRAL SELF STORAGE ANTIOCH	STORAGE	336.00
<b>570</b>	<b>Equipment Maintenance Fund</b>		
	<b>Equipment Maintenance</b>		
00396258	AFFORDABLE TIRE CENTER	MAINTENANCE SERVICES	60.00
00396268	ANTIOCH AUTO PARTS	AUTO PARTS	2,149.12
00396295	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	333.28



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00396331	FALCON COLLISION REPAIR INC	REPAIR SERVICES	14,340.04
00396342	HARLEY DAVIDSON	PARTS	253.99
00396371	MUNICIPAL MAINT EQUIPMENT INC	PARTS	1,350.38
00396380	OREILLY AUTO PARTS	AUTO PARTS	1,488.12
00396415	TRED SHED, THE	TIRES	725.37
00396422	WALNUT CREEK FORD	AUTO PARTS	229.54
00396482	ANTIOCH AUTO PARTS	AUTO PARTS	2,464.80
00396492	BILL BRANDT FORD	REPAIR SERVICE	458.77
00396498	CALIFORNIA COMPRESSION LLC	CHECK REPLACEMENT	3,358.71
00396550	HARLEY DAVIDSON	MAINTENANCE SERVICES	1,006.28
00396563	MAKAI SOLUTIONS	REPAIR SERVICES	1,536.67
00396570	MUNICIPAL MAINT EQUIPMENT INC	SEWER EQUIPMENT	6,479.77
00396575	OREILLY AUTO PARTS	AUTO PARTS	1,310.53
00396598	STOMMEL INC	REPAIR PART	135.27
00396605	TRED SHED, THE	TIRES	274.22
00396611	WALNUT CREEK FORD	AUTO PARTS	180.54
00940657	BIG SKY ENVIRONMENTAL SOLUTIONS	HAZARDOUS WASTE DISPOSAL	2,320.50
00940853	BIG SKY ENVIRONMENTAL SOLUTIONS	HAZARDOUS WASTE DISPOSAL	190.00
00940856	CONSOLIDATED ELECTRICAL DIST INC	PARTS	1,488.21
<b>573</b>	<b>Information Services Fund</b>		
	<b>Network Support &amp; PCs</b>		
00396291	CARASOFT TECHNOLOGY CORP	USER LICENSE	32,887.06
00396477	AMS DOT NET INC	COMPUTER SUPPLIES	846.00
00396510	COMCAST	CONNECTION SERVICES	472.92
00940660	DIGITAL SERVICES	WEBSITE MAINTENANCE	17,795.00
	<b>GIS Support Services</b>		
00396500	CALIFORNIA SURVEYING AND DRAFTING	SUPPLIES	2,393.46
	<b>Office Equipment Replacement</b>		
00940855	COMPUTERLAND	COMPUTER EQUIPMENT	4,273.51
<b>577</b>	<b>Post Retirement Medical-Police Fund</b>		
	<b>Non Departmental</b>		
00396430	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00396431	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00396439	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00396443	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00396444	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00396448	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00396449	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00396450	RETIREE	MEDICAL AFTER RETIREMENT	203.41
00396451	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00396454	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00396455	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00396456	RETIREE	MEDICAL AFTER RETIREMENT	1,341.28
00396458	RETIREE	MEDICAL AFTER RETIREMENT	64.00
00396562	MACLEOD WATTS INC	GASB75 REPORT	650.00
00940675	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940676	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00940681	RETIREE	MEDICAL AFTER RETIREMENT	995.12



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00940682	RETIREE	MEDICAL AFTER RETIREMENT	304.50
00940684	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940685	RETIREE	MEDICAL AFTER RETIREMENT	1,548.23
00940689	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940690	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00940698	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940703	RETIREE	MEDICAL AFTER RETIREMENT	994.14
00940705	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00940708	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00940712	RETIREE	MEDICAL AFTER RETIREMENT	623.74
00940725	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00940726	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00940731	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00940732	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00940733	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940747	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940750	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940751	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00940752	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940762	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940763	RETIREE	MEDICAL AFTER RETIREMENT	1,464.55
00940764	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940767	RETIREE	MEDICAL AFTER RETIREMENT	212.28
00940780	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00940782	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00940783	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00940791	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00940792	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00940794	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940796	RETIREE	MEDICAL AFTER RETIREMENT	1,077.46
00940800	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00940809	RETIREE	MEDICAL AFTER RETIREMENT	594.83
00940811	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940820	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940821	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940823	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00940828	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940829	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940833	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00940841	RETIREE	MEDICAL AFTER RETIREMENT	435.31
00940845	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00940846	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00940848	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00940850	RETIREE	MEDICAL AFTER RETIREMENT	670.64
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00396429	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00396432	RETIREE	MEDICAL AFTER RETIREMENT	333.58



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00396434	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00396436	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00396438	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00396440	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00396442	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00396457	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00396460	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00396562	MACLEOD WATTS INC	GASB75 REPORT	650.00
00940677	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00940678	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940680	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940683	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940688	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940693	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940695	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940696	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940699	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940700	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940701	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940704	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940710	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940713	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940717	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940718	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940721	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940724	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940728	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940729	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940730	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940737	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00940738	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940739	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940740	RETIREE	MEDICAL AFTER RETIREMENT	125.39
00940741	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940746	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940749	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940756	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940757	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940761	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940766	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940771	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940773	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940774	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940777	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940779	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940788	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940789	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940793	RETIREE	MEDICAL AFTER RETIREMENT	330.38





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00940797	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940799	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940803	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940808	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940810	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940815	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940826	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940831	RETIREE	MEDICAL AFTER RETIREMENT	48.08
00940832	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940834	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940836	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940844	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940847	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940849	RETIREE	MEDICAL AFTER RETIREMENT	566.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00396433	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00396437	RETIREE	MEDICAL AFTER RETIREMENT	93.96
00396441	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00396445	RETIREE	MEDICAL AFTER RETIREMENT	202.28
00396446	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00396452	RETIREE	MEDICAL AFTER RETIREMENT	467.23
00396453	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00396459	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00396461	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00396562	MACLEOD WATTS INC	GASB75 REPORT	650.00
00940679	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940686	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940687	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940691	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940692	RETIREE	MEDICAL AFTER RETIREMENT	174.48
00940694	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00940697	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940702	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940706	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940707	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940709	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00940711	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00940714	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00940715	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00940716	RETIREE	MEDICAL AFTER RETIREMENT	168.56
00940719	RETIREE	MEDICAL AFTER RETIREMENT	566.23
00940720	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940722	RETIREE	MEDICAL AFTER RETIREMENT	446.98
00940723	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940727	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00940734	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940735	RETIREE	MEDICAL AFTER RETIREMENT	330.38



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00940736	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940742	RETIREE	MEDICAL AFTER RETIREMENT	417.40
00940743	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940744	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940745	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00940753	RETIREE	MEDICAL AFTER RETIREMENT	355.47
00940754	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00940755	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940758	RETIREE	MEDICAL AFTER RETIREMENT	696.38
00940759	RETIREE	MEDICAL AFTER RETIREMENT	235.18
00940760	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00940765	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00940768	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940769	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940770	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940772	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940775	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00940776	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940778	RETIREE	MEDICAL AFTER RETIREMENT	1,321.55
00940781	RETIREE	MEDICAL AFTER RETIREMENT	206.97
00940784	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00940785	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00940786	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940787	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940790	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940795	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00940798	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940801	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940802	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940804	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940805	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00940806	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00940807	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940812	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940813	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940814	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940816	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00940817	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00940818	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940819	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940822	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00940824	RETIREE	MEDICAL AFTER RETIREMENT	251.46
00940825	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940827	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00940830	RETIREE	MEDICAL AFTER RETIREMENT	376.95
00940835	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00940837	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940838	RETIREE	MEDICAL AFTER RETIREMENT	330.38



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00940839	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00940840	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00940842	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00940843	RETIREE	MEDICAL AFTER RETIREMENT	1,833.44
<b>611</b>	<b>Water Fund</b>		
	<b>Non Departmental</b>		
00396265	AMERICAN TEXTILE AND SUPPLY	SUPPLIES	752.89
00396407	SUPERCO SPECIALTY PRODUCTS	SUPPLIES	1,106.77
00396482	ANTIOCH AUTO PARTS	SUPPLIES	1,821.59
00396532	EAST BAY WORK WEAR	SUPPLIES	11,274.26
	<b>Water Production</b>		
00396267	ANTIOCH ACE HARDWARE	SUPPLIES	113.24
00396268	ANTIOCH AUTO PARTS	AUTO PARTS	69.81
00396272	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	78.13
00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00396286	BORGES AND MAHONEY	PARTS	1,875.03
00396297	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	8,641.34
00396330	EXPONENT INC	PROFESSIONAL SERVICES	2,173.50
00396333	FISHER SCIENTIFIC COMPANY	SUPPLIES	188.92
00396341	HACH CO	SUPPLIES	7,453.12
00396377	OFFICE DEPOT INC	SUPPLIES	61.68
00396388	POLYDYNE INC	CHEMICALS	498.38
00396390	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	300.00
00396408	SWAN ANALYTICAL INSTRUMENTS	PARTS	2,102.40
00396417	UNIVAR SOLUTIONS USA INC	CHEMICALS	34,523.98
00396418	US BANK	COPIER	80.09
00396423	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	4,050.80
00396478	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00396479	ANTIOCH ACE HARDWARE	PARTS	35.52
00396480	ANTIOCH ACE HARDWARE	PARTS	149.65
00396483	APPLIED TECHNOLOGY GROUP INC	REPAIR SERVICES	479.00
00396502	CENTER FOR HEARING HEALTH INC	ANNUAL AUDIOMETRIC TESTING	214.08
00396521	CONTRA COSTA WATER DISTRICT	RAW WATER	1,300,799.13
00396537	ENDRESS AND HAUSER INC	MAINTENANCE SERVICES	2,357.60
00396540	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	110.89
00396548	GUTOWSKI, MARK R	EMPLOYEE REIMBURSEMENT	407.53
00396549	HACH CO	SUPPLIES	1,314.84
00396551	HARRINGTON INDUSTRIAL PLASTICS	SUPPLIES	878.27
00396557	KELLY MOORE PAINT CO	SUPPLIES	477.92
00396559	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	3,005.50
00396585	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	750.00
00396606	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,533.78
00396607	USA BLUEBOOK	PARTS	271.66
00940658	CONSOLIDATED ELECTRICAL DIST	PARTS	1,469.28
00940661	EUROFINS EATON ANALYTICAL INC	TESTING	1,250.00
00940662	GRAINGER INC	SUPPLIES	2,063.40
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	300.00
00940672	THATCHER COMPANY OF CALIFORNIA	CHEMICALS	30,610.05



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00940858	EUROFINS EATON ANALYTICAL INC	TESTING	920.00
00940859	GRAINGER INC	PARTS	552.89
00940860	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	558.00
00940869	THATCHER COMPANY OF CALIFORNIA	CHEMICALS	3,061.14
<b>Water Distribution</b>			
00396266	ANTIOCH ACE HARDWARE	SUPPLIES	37.11
00396269	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	6,237.86
00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	259.14
00396289	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	19,475.25
00396294	CHECK PROCESSORS INC	LOCKBOX PROCESSING	630.15
00396321	DELTA DIABLO	RECYCLED WATER	10,275.60
00396332	FASTENAL CO	SUPPLIES	94.66
00396335	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	14,071.95
00396352	JACK DOHENY SUPPLIES INC	SUPPLIES	831.65
00396422	WALNUT CREEK FORD	AUTO PARTS	589.89
00396481	ANTIOCH ACE HARDWARE	SUPPLIES	29.61
00396482	ANTIOCH AUTO PARTS	VALVE REPAIR PARTS	123.53
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	172.11
00396502	CENTER FOR HEARING HEALTH INC	ANNUAL AUDIOMETRIC TESTING	559.88
00396527	DELTA DENTAL	INSURANCE PREMIUM	95.52
00396532	EAST BAY WORK WEAR	SAFETY SHOES - J OLSON	445.68
00396576	PACE SUPPLY CORP	SUPPLIES	5,633.38
00396588	SEECCLICKFIX	ANNUAL LICENSE	7,570.02
00940663	INFOSEND INC	PRINT & MAIL SERVICES	737.83
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00940665	MOBILE MINI LLC	STORAGE	145.78
00940667	QUENVOLDS	SAFETY SHOES - E LUJAN	205.99
00940852	BADGER METER INC	RIGISTERS	39,825.32
00940865	MOBILE MINI LLC	STORAGE AFTER FIRE	161.83
<b>Public Buildings &amp; Facilities</b>			
00396287	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	6,777.50
00396293	CDM SMITH INC	CONSULTING SERVICES	126,584.82
00396303	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	15,378.17
00396340	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,187.45
00396343	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	10,830.00
00396370	MOUNTAIN CASCADE INC	BOOSTER PUMP PROJECT	83,251.00
00396515	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	12,911.08
00396596	SWRCB	PROFESSIONAL SERVICES	396.20
00396613	WOODARD AND CURRAN	PROFESSIONAL SERVICES	5,198.50
00940669	SHIMMICK CONSTRUCTION INC	BRACKISH WATER PROJECT	1,734,252.98
<b>621 Sewer Fund</b>			
<b>Swr-Wastewater Administration</b>			
00396262	ALL STAR RENTS	EQUIPMENT RENTAL	374.48
00396266	ANTIOCH ACE HARDWARE	SUPPLIES	12.83
00396269	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	7,057.23
00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	260.44
00396289	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	19,475.25
00396294	CHECK PROCESSORS INC	LOCKBOX PROCESSING	630.15



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00396334	FURBER SAW INC	PARTS	259.28
00396335	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	14,071.95
00396338	GOLDEN BELL PRODUCTS INC	PEST CONTROL	32,551.68
00396357	LES SCHWAB TIRES OF CA	TIRES	721.34
00396366	MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	337.00
00396369	MJH EXCAVATING INC	EQUIPMENT RENTAL	12,660.00
00396377	OFFICE DEPOT INC	OFFICE SUPPLIES	159.73
00396493	BLUE SHIELD LIFE	INSURANCE PREMIUM	44.41
00396502	CENTER FOR HEARING HEALTH INC	ANNUAL AUDIOMETRIC TESTING	345.81
00396527	DELTA DENTAL	INSURANCE PREMIUM	268.35
00396532	EAST BAY WORK WEAR	SAFETY SHOES - DUNWELL	491.49
00396570	MUNICIPAL MAINT EQUIPMENT INC	SEWER EQUIPMENT	6,369.77
00396588	SEECCLICKFIX	ANNUAL LICENSE	7,570.02
00940663	INFOSEND INC	PRINT AND MAIL SERVICES	737.83
00940664	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00940867	SCOTTO, CHARLES W AND DONNA	BUILDING LEASE	3,500.00
<b>631</b>	<b>Marina Fund</b>		
<b>Non Departmental</b>			
00396393	RYAN, JIM	MARINA BERTH DEPOSIT REFUND	240.00
<b>Marina Administration</b>			
00396278	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	90.18
00396345	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	1,654.66
00396383	PEPPER INVESTMENTS INC	PEST CONTROL	250.00
00396391	RFI COMMUNICATIONS SECURITY	SUPPLIES	297.15
00396473	ALHAMBRA	WATER SERVICES	292.89
00396488	BAY AREA AIR QUALITY MANAGE	VIOLATION FEE	500.00
00396502	CENTER FOR HEARING HEALTH INC	ANNUAL AUDIOMETRIC TESTING	49.40
00396510	COMCAST	CONNECTION SERVICES	387.37
00396614	ZERO WASTE USA	SUPPLIES	99.63


CITY OF  
**ANTIOCH**  
CALIFORNIA


**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Junming Li, Assistant Engineer 

**REVIEWED BY:** Scott Buenting, Project Manager 

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

**SUBJECT:** Sixth Amendment to the Consultant Services Agreement with Woodard & Curran for the West Antioch Creek Flood Conveyance Mitigation and Restoration Project (P.W. 201-5A)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving a sixth amendment to the Consultant Services Agreement with Woodard & Curran for professional consulting services for the West Antioch Creek Flood Conveyance Mitigation and Restoration Project in the amount of \$122,222 for a total contract amount of \$1,673,008; and
2. Authorizing the City Manager to execute the sixth amendment.

**FISCAL IMPACTS**

Adoption of this resolution will increase the agreement with Woodard & Curran ("W&C") by \$122,222 for a total contract amount of \$1,673,008. The fiscal year 2021/22 Capital Improvement Budget includes adequate funding through a State of California Department of Water Resources Proposition 1 Integrated Regional Water Management Implementation Grant for work related to the West Antioch Creek Flood Mitigation and Restoration Project ("Project").

**DISCUSSION**

On November 27, 2012, the City Council award a contract to W&C for engineering design, environmental permitting, construction support and project management services pertaining to channel improvements to West Antioch Creek. The scope of these improvements included increasing the capacity of the channel between West Tenth Street and West 8th Street and desilting the creek from West 8th Street to approximately 200 feet north of a BNSF railroad trestle.



In 2019, the conveyance improvements between West 10<sup>th</sup> Street and West 8<sup>th</sup> Street were completed. This work consisted of replacing the undersized structural plate steel arch culverts under West 10<sup>th</sup> Street with four pre-cast reinforced concrete culverts measuring 14 feet wide, 7 feet high and 100 feet long. A concrete lined channel from West 10<sup>th</sup> Street to West 8<sup>th</sup> Street was replaced with an earthen channel and with fence installed along the perimeter. W&C developed preliminary plans for the desilting of the lower reach of the channel north of West 8<sup>th</sup> Street, however due to complications encountered during the permitting process and a lack of funding these improvements were not constructed.

Staff has obtained a \$700,000 grant through the State of California Department of Water Resources Proposition 1 Integrated Regional Water Management Implementation Grant Program. These funds are designated to assist the City in removing accumulated soil and debris from the lower reach of West Antioch Creek.

Staff is recommending amending W&C's Agreement to provide further consulting services related to improvements to West Antioch Creek. This work includes the permitting assistance and preparation of contract documents suitable for public bidding for the removal of silt and debris along the existing low-flow channel located between West 8<sup>th</sup> Street and 4<sup>th</sup> Street. The low-flow channel and surrounding this portion of the channel is classified as a water of the United States and has been designated as habitat for the red legged frog and Delta smelt, resulting in the need for the acquisition of construction permits from State and Federal regulatory agencies and mitigation and restoration of the area post-construction. The required permits include a 404 permit from the U.S. Army Corps of Engineers and a 401 permit from the Regional Water Quality Control Board. A California Environmental Quality Act ("CEQA") Initial Study and Mitigated Negative Declaration titled, "FINAL Initial Study and Mitigated Negative Declaration ("IS/MND") West Antioch Creek Channel Improvement Project and Responses to Comments" that includes this work has been prepared and accepted in 2014 for the entire project. Existing biological reports including the Aquatic Resources Delineation, Biological Assessment, Biological Resources Assessment and Mitigation and Monitoring Plan will need to be updated to reflect current conditions. It is anticipated that W&C will submit an addendum to the IS/MND document to remain in compliance with CEQA regulations.

#### **ATTACHMENTS**

- A. Resolution
- B. Amendment No. 6 to Agreement with Woodard & Curran
- C. Original Agreement with Woodard & Curran (formerly known as RMC Water & Environment) dated November 28, 2012

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SIXTH AMENDMENT TO THE CONSULTANT SERVICES  
AGREEMENT WITH WOODARD & CURRAN FOR THE WEST ANTIOCH CREEK  
FLOOD CONVEYANCE MITIGATION AND RESTORATION PROJECT  
P.W. 201-5A**

**WHEREAS**, on November 28, 2012, RMC Water and Environment ("RMC") entered into a Consultant Services Agreement ("Agreement") for the West Antioch Creek Channel Improvements ("Project") in the amount of \$832,339;

**WHEREAS**, on December 16, 2014, City amended the Agreement to increase the compensation for RMC in the amount of \$205,085 for a total contract amount of \$1,037,424;

**WHEREAS**, on October 28, 2015, City amended the Agreement to increase the compensation for RMC in the amount of \$174,004 for a total contract amount of \$1,211,430;

**WHEREAS**, on June 14, 2016, City amended the Agreement to increase the compensation for RMC in the amount of \$118,948 for a total contract amount of \$1,330,378;

**WHEREAS**, on January 9, 2018, City amended the Agreement to increase the compensation for RMC, now known as Woodard & Curran, Inc. in the amount of \$150,607 for a total contract amount of \$1,480,985;

**WHEREAS**, on June 26, 2018, City amended the Agreement to increase the compensation for Woodard & Curran, Inc. the amount of \$69,801 for a total contract amount of \$1,550,786; and

**WHEREAS**, the City has considered authorizing the City Manager to execute the sixth amendment to the Consultant Services Agreement with Woodard & Curran for this Project in the amount of \$122,222 for a total contract amount of \$1,673,008 to include permitting assistance and preparation of contract documents suitable for public bidding for the removal of silt and debris along the existing low-flow channel located between West 8<sup>th</sup> Street and 4<sup>th</sup> Street.

**RESOLUTION NO. 2021/\*\***

October 12, 2021

Page 2

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

1. Approves a sixth amendment to the Consultant Services Agreement with Woodard & Curran for the West Antioch Creek Flood Conveyance Mitigation and Restoration Project in the amount of \$122,222 for a total contract amount of \$1,673,008 in substantially the form attached as Attachment B to the staff report; and
2. Authorizes the City Manager to execute the sixth amendment 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 12<sup>th</sup> day of October 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



## **ATTACHMENT "B"**

### **AMENDMENT NO. 6 TO AGREEMENT** **FOR THE WEST ANTIOCH CREEK FLOOD CONVEYANCE MITIGATION AND** **RESTORATION PROJECT** **P.W. 201-6**

**THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 12<sup>th</sup> day of October 2021, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and WOODARD & CURRAN, INC., their address is 2175 North California Blvd., Suite 315, Walnut Creek, CA 94596 ("Consultant").

#### **RECITALS**

**WHEREAS**, on November 28, 2012, RMC Water and Environment entered into an Agreement for Professional Consultant Services for the West Antioch Creek Channel Improvements ("Agreement") in the amount of \$832,339.00;

**WHEREAS**, on December 16, 2014, City amended the Agreement to increase the compensation for RMC Water and Environment for actual costs in the amount of \$205,085 bringing the total compensation to an amount not to exceed \$1,037,424;

**WHEREAS**, on October 28, 2015, City amended the Agreement to increase the compensation for RMC Water and Environment for actual costs in the amount of \$174,004 bringing the total compensation to an amount not to exceed \$1,211,430;

**WHEREAS**, on June 14, 2016, City amended the Agreement to increase the compensation for RMC Water and Environment for actual costs in the amount of \$118,948 bringing the total compensation to an amount not to exceed \$1,330,378;

**WHEREAS**, on January 9, 2018, City amended the Agreement to increase the compensation for RMC Water and Environment, now known as Woodard & Curran, Inc. for actual costs in the amount of \$150,607 bringing the total compensation to an amount not to exceed \$1,480,985; and

**WHEREAS**, on June 26, 2018, City amended the Agreement to increase the compensation for RMC Water and Environment, now known as Woodard & Curran, Inc. for actual costs in the amount of \$69,801 bringing the total compensation to an amount not to exceed \$1,550,786.

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

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

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5 and Exhibit A to Amendment No. 6 of the Agreement at the time and

place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

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

"The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2024**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5 and Exhibit A to Amendment No. 6 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

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

"CITY hereby agrees to pay Consultant a sum not to exceed **\$1,673,008**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

WOODARD & CURRAN, INC.

By: \_\_\_\_\_  
Rowland E. Bernal, Jr., City Manager

By: \_\_\_\_\_  
David L. Richardson, Principal

ATTEST:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

## EXHIBIT "A"

Via Electronic Mail

September 28, 2021



Mr. Scott Buenting, P.E.  
City of Antioch  
200 H Street  
Antioch, CA 94509-1005

Re: West Antioch Creek Low-flow Channel Desilting

Dear Mr. Buenting

At your request, Woodard & Curran (W&C) is pleased to provide this scope and fee estimate to prepare design plans and specifications for the desilting of a portion of West Antioch Creek. This work will be covered via an Amendment to the existing Design Consulting Services Agreement between W&C and the City of Antioch (City).

### PROJECT UNDERSTANDING

The City desires to alleviate flooding in the vicinity of West Antioch Creek. The entire project, which begins just south of West 10<sup>th</sup> Street and extends to the San Joaquin River, has previously been evaluated and a 25-year level of protection designed for the reach from just south of West 10<sup>th</sup> Street to south of the existing BNSF trestle, but due to budget constraints, the project was broken up into smaller projects, with the hope that incremental construction can occur as funds become available. A significant portion of the project, known as Reach A, which included installing a four-barrel culvert under West 10<sup>th</sup> Street at O Street, was completed in 2018. The City is now requesting that W&C prepare a bid package that would achieve some desilting along the existing low-flow channel located between 8<sup>th</sup> Street and 4<sup>th</sup> Street, which is a portion of Reach B.

The low-flow channel and surrounding channel within Reach B is a water of the United States and has been designated as habitat for the red legged frog and Delta smelt, resulting in the need for the acquisition of construction permits from State and Federal regulatory agencies and mitigation and restoration of the area post-construction.

A California Environmental Quality Act (CEQA) Initial Study and Mitigated Negative Declaration (IS/MND) titled, "FINAL Initial Study and Mitigated Negative Declaration West Antioch Creek Channel Improvement Project and Responses to Comments" has already been prepared and accepted in 2014 for the entire project. W&C plans to submit an addendum to that document to remain in compliance with CEQA regulations.

### PROJECT TEAM

The Project Team will include Mike Matson, Ryker Brown, and Chris Dorn from W&C. W&C will be working closely with Nomad Ecology (Nomad), who is a subconsultant to W&C.

### SCOPE OF SERVICES

The following tasks are described below:

Task 1 – Project Management, Permitting, and Quality Control

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## Task 2 – Draft and Final Design

Although the Scope of Work is broken down into tasks and subtasks, the fee for each task is only an estimate. W&C reserves the ability to adjust the budgets within and amongst tasks to balance the overall level of effort. W&C will not exceed the total contracted budget without additional budget authorization from the City.

This Scope of Services is based on the assumptions summarized under each subtask. Changes to these assumptions may impact Project schedule and/or fee.

### **TASK 1 – Project Management**

#### Task 1.1 – Kick-off Meeting, Site Visit, Project Coordination, and Permitting

W&C will attend one virtual kick-off meeting with the City and Nomad. The objective will be to clarify roles, work products, and timelines, and discuss approach.

W&C will visit the site to assess current conditions. A City employee will accompany W&C to provide access to Reach B. Date and time will be determined at or prior to the kick-off meeting.

W&C will maintain regular communication with the City and Nomad via phone and email. W&C will attend one workshop (virtually) to discuss comments to the draft submittal.

W&C will participate in 2-3 rounds of review for Nomad's permitting tasks (Task 5 and 6 of their scope) as needed.

Nomad will secure regulatory agency permits for the project, which include a 404 permit from the U.S. Army Corps of Engineers (USACE) and a 401 permit from the Regional Water Quality Control Board (RWQCB). See Attachment 3 for a more detailed scope with assumptions from Nomad.

Invoices will be sent on a monthly basis.

#### *Assumptions:*

- W&C will follow its COVID, health and safety protocols for the site visit and expects City staff to follow City health and safety protocols.
- The project duration will be nine months from October 2021 to June 2022
- Engineering Services During Construction (ESDCs) are not included in this scope of work.

#### *Deliverables:*

- Kickoff Meeting Agenda and Minutes (Electronic)
- Monthly Invoices (9)

#### Task 1.2 – Quality Assurance and Quality Control

Design deliverables will be reviewed by a technical expert who is not part of the W&C project team. All comments will be addressed, and the independent reviewer will be apprised of all changes.

An internal kickoff meeting (virtual), which will include independent senior experts, will be held to support the project team in successfully executing the scope of work.



## TASK 2 – Draft and Final Design

W&C will prepare one Draft and one Final Design Document submittal.

### Task 2.1 – Draft Design

W&C will prepare a draft bid package including plans, specifications, and engineer's opinion of probable construction cost. W&C proposes to initiate work on the draft design upon notice to proceed from the City, then stop work after submittal of the draft submittal until permitting proceeds to point at which permitting-based plan changes can be incorporated at the same time as design-based changes.

It is assumed that the Draft Design package will consist of:

- Draft Drawings:
  - General drawings (abbreviations, legends, symbols)
  - Civil drawings
  - Restoration Plan (with input from Nomad Ecology)
- Draft Specifications:
  - All draft specifications will be submitted separated by CSI 16 Division format (Divisions 1-15 as required)
- A list of specific items requiring City decisions/discussion
- Draft Class 2 engineer's opinion of probable cost prepared consistent with AACEI 56r-08

The proposed drawing list is as follows:

Sheet No.	Drawing No.	Sheet Title
1	G-1	COVER, VICINITY MAP AND LOCATION MAP
2	G-2	INDEX OF DRAWINGS, ABBREVIATIONS, AND SYMBOLS
3	G-3	OVERALL SITE PLAN AND SITE ACCESS
4	C-1	REACH B DESILTING PLAN (1 OF 2)
5	C-2	REACH B DESILTING PLAN (2 OF 2)
6	L-1	RESTORATION PLAN

### Assumptions:

- Upon submittal of the draft bid documents, the City shall review the package and provide comments not later than one month from the submittal date. Initiation of work in preparing the final design submittal will commence upon receipt and acceptance of regulatory permit requirements impacting final design. Should additional regulatory requirements arise at a later date, work to incorporate them into the final design submittal will be considered extra work and will not be initiated without written authorization from the City.
- The City will acquire necessary Temporary Construction Easements (TCEs) as necessary. No surveying or exhibits are included in this scope of work.
- The existing survey, completed in February 2013, will serve as the basis for design. Current conditions are not represented by the survey. Lengths and areas depicted on the design drawings will be approximate. W&C and the City will discuss how to bid this work.
- An existing Cultural Resource Report for the project entitled, "Confidential Cultural Resources Addendum for the West Antioch Creek Channel Improvement Project" dated October 2013 prepared by ECORP Consulting, Inc. will be sufficient for permitting and is not included in this scope of work.
- A preliminary design report is not required and is not included in this scope of work. The previous report, entitled "West Antioch Creek Channel Improvement Project Summary of Alternatives and



Basis of Capital Cost Estimate" dated June 2013 prepared by RMC Water and Environment and existing hydraulic model results may be used for permitting.

- A Hydrogeologic and Geomorphic Assessment and Alternatives Analysis will not be required for permitting and is not included in this scope of work.
- A Basis of Mitigation Report will not be required for permitting and is not included in this scope of work.
- Draft design will be clearly marked as, "Not for Construction."
- A traffic control plan will not be included. A performance specification will be developed by W&C detailing traffic control plan that will be developed and implemented by the Contractor.
- Front end specifications (Division 0) will be provided and completed by the City.
- Restoration plan design will be provided by Nomad Ecology – W&C will create a drawing based on Nomad's design for planting and temporary irrigation. Nomad will provide specifications or plan notes as required for bidding and constructing the improvements included in the restoration plan.
- No coordination with permitting agencies will be conducted by W&C.
- Work will stop after the completion of the Draft Bid Package until a comprehensive path forward is determined and mutually agreed upon by the City, W&C, and Nomad.

*Deliverables:*

- Draft Bid Package including plans, specifications, and engineer's opinion of probable cost
- List of items requiring City decisions/discussion

Task 2.2 – Final Design

W&C will prepare a Final Design Bid Package, which will include revisions to the Draft Design, including plans, specifications, and engineer's opinion of probable cost. Revisions will address and incorporate, as appropriate, City comments on the draft design submittal and regulatory agency requirements from the permit documents.

W&C will prepare an Addendum to the existing CEQA document named previously in this scope of work. This is expected to be a short memorandum explaining that this project is a small portion of the original project, resulting in no additional impacts to those described in the original document.

*Assumptions:*

- No additional drawings will needed.
- An Addendum to the IS/MND dated September 2014 prepared by ECORP Consulting, Inc. is sufficient to satisfy CEQA. W&C will prepare a short addendum. No additional CEQA documents will be completed other than described above. Should CEQA require additional documentation, this will be considered extra work and will not be initiated without written authorization from the City.

*Deliverables:*

- Final Design Bid Package
- CEQA Addendum





## **SCHEDULE**

It is anticipated that the Draft Design Deliverable and the CEQA Addendum can be completed in approximately 4 months. Due to the time requirements related to the acquisition of permits, it is anticipated that construction will begin no earlier than the dry season of 2023. See Attachment 1 below.

## **BUDGET**

The Project Team proposes to assist the City in preparing a bid package, CEQA Addendum, and permitting services for a not-to-exceed amount of \$122,222 as shown in Attachment 2 below. This budget is based on the work completed in a manner as shown in the Schedule.



## TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the existing contract, "Design Consulting Services Agreement Between the City of Antioch and RMC Water and Environment for Engineering Design, Environmental permitting, and Construction Support Services for the West Antioch Creek Channel Improvements – P.W. 201-6," which expired on 30 November 2020. The contract has been amended five times previously, the last of which named Woodard & Curran, Inc. as the contracted Entity. The Amendment for this Scope of Work will be the sixth amendment to the Contract and will extend the expiration date and add the scope and budget described herein.

Please contact me if you have any questions regarding this proposal. And, again, thank you for the opportunity to propose.

Sincerely,

WOODARD & CURRAN, INC.

Ryker Brown, P.E.  
Project Manager  
Regional Manager | Associate Principal

APPROVED:  
City of Antioch

---

Scott Buenting, P.E.  
Project Manager



ATTACHMENT 1. SCHEDULE



ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Qtr 3, 2021	Qtr 4, 2021	Qtr 1, 2022	Qtr 2, 2022
1	Notice to Proceed/Contract Award	0 days	Mon 9/27/21	Mon 9/27/21				9/27		
2	Task 1 - Project Management	180 days?	Mon 9/27/21	Fri 6/3/22	1					
3	Task 1.1 - Kick-off Meeting, Site Visit, and Project Coordination	180 days	Mon 9/27/21	Fri 6/3/22						
4	Project Coordination - Draft	75 days	Mon 9/27/21	Fri 1/7/22						
5	Hold for Permitting	65 days	Mon 1/10/22	Fri 4/8/22	4					
6	Design Review Workshop	0 days	Mon 4/11/22	Mon 4/11/22	5					
7	Project Coordination - Final	40 days	Mon 4/11/22	Fri 6/3/22	6					
8	Kick-off Meeting	0 days	Mon 10/4/21	Mon 10/4/21				10/4		
9	Site Visit	0 days	Thu 10/7/21	Thu 10/7/21	8			10/7		
10	Task 1.2 - Quality Assurance and Control	5 days	Mon 12/27/21	Fri 12/31/21						
11	Task 2 - Preliminary Design	170 days	Mon 10/11/21	Fri 6/3/22						
12	Task 2.1 - Draft Design	65 days	Mon 10/11/21	Fri 1/7/22	9					
13	Hold for Permitting	65 days	Mon 1/10/22	Fri 4/8/22	12					
14	Task 2.2 - Final Design	40 days	Mon 4/11/22	Fri 6/3/22	6,13					

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ATTACHMENT 2. FEE ESTIMATE



City of Antioch

West Antioch Creek Low-flow Channel Desilting



Level of Effort and Fee Estimate

Tasks		Woodard & Curran Labor										Subconsultant		ODCs		Total
Billing classification>> Billing Rate (1)>>	Mike Matson	Ryker Brown	Glenn Hermanson	Engineer 2	Robin Cort	CAD	Project Admin.	Total W&C Hours (2)	Total W&C Labor Costs	Nomad Ecology	Total Nomad Ecology Costs (2)	ODCs	Total ODCs (2)	Total Fee		
	PLC/Technical Lead	Project Manager	QA/QC	Staff Engineer	CEQA Lead	CAD Designer	Admin. Support									
	SPL	PM2	SPL	E3	SPL	Designer 3	PA									
	324	281	324	224	324	169	116									
Task 1: Project Management																
1.1 Kick-off Meeting, Site Visit, Project Coordination, and Permitting	8	42		8			8	66	\$17,114	\$40,881	\$44,969	\$78	\$86	\$62,169		
1.2 Quality Assurance and Control	8	1	8	2				19	\$5,913					\$5,913		
Subtotal Task 1:	16	43	8	10	0	0	8	85	\$23,027	\$40,881	\$44,969	\$78	\$86	\$68,082		
Task 2: Draft and Final Design																
2.1 Draft Design	8	50		60		36		154	\$36,166					\$36,166		
2.2 Final Design	4	20		30	4	18		76	\$17,974					\$17,974		
Subtotal Task 2:	12	70	0	90	4	54	0	230	\$54,140	\$0	\$0	0	\$0	\$54,140		
TOTAL	28	113	8	100	4	54	8	315	\$77,167	\$40,881	\$44,969	\$78	\$86	\$122,222		
W. CURRAN																

- The individual hourly rates include salary, overhead and profit based. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts. Rates shown are for 2021.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
- Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

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ATTACHMENT 3. NOMAD ECOLOGY SCOPE AND FEE





January 29, 2021

Scott Buenting  
Project Manager  
City of Antioch Public Works Department  
200 'H' Street  
Antioch, CA 94509

**Proposal**      Permitting for West Antioch Creek Desilting Project, Antioch, Contra Costa County, California

Dear Mr. Buenting:

Thank you for the opportunity to present you with this proposal to continue providing biological consulting services for the West Antioch Creek Desilting Project located in Antioch, California. This proposal presents the scope of services, timeline, and cost estimate to secure regulatory agency permits for the project which include a 404 permit from the U.S. Army Corps of Engineers (USACE) and a 401 permit from the Regional Water Quality Control Board (RWQCB). Existing biological reports from the first phase of the West Antioch Creek project, including the Aquatic Resources Delineation, Biological Assessment, and Biological Resources Assessment, will need to be updated to reflect current conditions and submitted with permit applications. The Routine Maintenance Agreement from California Department of Fish and Wildlife, currently in place, is expected to cover the work.

## SCOPE OF WORK

### Assumptions:

- Project information required to complete the permit applications, including a complete project description, shapefiles delineating the project area and temporary and permanent impacts, hydrology studies, etc. will be provided by the City of Antioch and Woodward & Curran. This scope includes time to coordinate with the permitting agencies include submitting additional information and conducting site visits as requested, after their review of the permit applications.
- Rare plant surveys from 2013 will not need to be updated as we will verify that site conditions have not changed since the original surveys were conducted.
- It is assumed that there will be 1 round of review between Nomad, the City of Antioch, and Woodward & Curran for the Biological Resource Assessment update (Task 1), Biological Assessment update (Task 2), Aquatic Resources Delineation update (Task 3), and Mitigation and Monitoring Plan update (Task 4).
- There will be 2-3 rounds of review between Nomad and the City of Antioch, Nomad and Woodward & Curran, and Nomad and each agency for the permitting tasks (Tasks 5 and 6) before all proper information is compiled and the permitting process is complete. This assumes that Nomad has the information available that is requested by the agencies and the additional information requests will not take more than 8 hours per agency. If additional studies or analyses are needed based on agency requests (e.g. updated rare plant surveys), a budget augmentation may be required.



- The City of Antioch will be responsible for communicating with California Department of Fish and Wildlife to extend the Routine Maintenance Agreement currently in place for the City of Antioch. The existing Routine Maintenance Agreement will cover the scope of the proposed desilting project, however the City must ensure that the permit is still in place at the time of construction and provide all notifications, fees, and reporting as required by the Routine Maintenance Agreement.
- The RWCQB will accept the original mitigation proposal submitted and it will include invasive weed species removal and plantings to replace vegetation in all temporary impacted bank areas. If RWCQB requires additional mitigation beyond our original proposal, then a budget augmentation will likely be needed.
- Nomad will prepare the Mitigation and Monitoring Plan, which will be submitted with the compensatory mitigation proposal.
- Timelines for when permits will be issued is unpredictable and dependent on many different factors including the time agencies take to respond to applications after submittal and the level of effort required for additional information requests. Therefore, timelines are provided below for application and document completion and submittal, and timelines are not included for when permits will be issued by each agency.

## **TASK 1. BIOLOGICAL RESOURCE ASSESSMENT UPDATE**

Nomad will prepare an updated Biological Resource Assessment using the Biological Resource Assessment prepared for the previous project in 2013<sup>1</sup> as a template. The update will reflect the new project study area, new project description, current site conditions, and current database query results. The Biological Resource Assessment will be submitted with the permit applications and used to support CEQA.

Prior to conducting field studies, Nomad Ecology biologists will perform a background search and literature review of all existing data pertaining to biological resources within the area including the California Natural Diversity Database, other available CEQA documents, biological technical reports, local, state, and federal databases, herbaria records, maps, and photographs. A review of available documentation, to generate a list of special-status species and habitats known from the project region, will be conducted. The documentation will include, but is not limited to the: (1) California Natural Diversity Database; (2) California Native Plant Society Rare Plant Inventory online; (3) sensitive species or species of concern lists; (4) U.S. Fish and Wildlife Service Website; and (5) and other lists and publications.

After the background literature search is complete, one day has been budgeted for a site reconnaissance visit to survey the study area for habitats present on site. Biologists will determine what, if any, special-status plant and wildlife species and sensitive habitats known from the region (and documented during the background literature search) have the potential to occur on the project site. Biologists will document all species and habitats observed within the study area.

Any special-status species identified within the survey area will be mapped using a handheld Global Positioning System device. Attribute data collected for each population will be based on the California Natural Diversity Database Field Survey Form.

Upon completion of fieldwork, Nomad will update the 2013 Biological Resource Assessment to meet regulatory requirements. The report will discuss (1) methodologies used for background literature search, biological reconnaissance, and report; (2) results of the background literature search and field

<sup>1</sup> Nomad Ecology. 2013. *Biological Resources Assessment*, West Antioch Creek Channel Improvements, City of Antioch, Contra Costa County.



reconnaissance; (3) existing biological conditions including plant communities and adjacent land uses; (4) the location, extent, and habitat requirements of any sensitive or special-status biological resources, or wetlands that occur, or will likely occur, on or adjacent to the study area; (5) potential significant impacts that may occur to sensitive or special-status biological resources as a result of the proposed project; (6) recommendations for further focused species surveys if necessary; (7) potential impacts and permitting implications, and meaningful and realistic impact avoidance and mitigation strategies; and (8) maps of sensitive or special-status biological resources in the study area, including vegetation types and their acreages, within the study area. The report will address all special-status species necessary for the CEQA review process.

This task does not include the analysis of specific impacts including impact calculations, preparation of mitigation and monitoring plans, conducting preconstruction surveys, other studies not specifically described in the above scope of services, trapping studies, preparation of CEQA documents, initiation or completion of permitting activities, development of detailed or conceptual mitigation plans, agency coordination or obtaining agency approvals. This technical report can be used in support of CEQA, e.g. MND, but it may need to be supplemented by additional focused surveys.

**Deliverable: Draft and Final Biological Resources Assessment delivered electronically**

**Task 1 Cost: \$5,936**

## **TASK 2. BIOLOGICAL ASSESSMENT UPDATE**

Nomad will prepare an updated Biological Assessment using the Biological Assessment prepared for the previous project in 2016<sup>2</sup> as a template. The update will reflect the new project study area, new project description, current site conditions, and current database query results. The Biological Assessment will analyze project impacts to federally-listed species and include conservation measures and proposed compensatory mitigation, if needed. Nomad will submit the Biological Assessment to USACE as the lead agency for formal consultation with U.S. Fish and Wildlife Service (USFWS). Nomad will coordinate and communicate with USFWS personnel as needed and provide any additional information requested after the submittal of the Biological Assessment. A site visit will be conducted as part of Task 1 above however we do not anticipate that USACE or USFWS personnel will require a site visit during the consultation process, therefore a site visit is not included for this task.

**Deliverable: Draft and Final Biological Assessment delivered electronically**

**Task 2 Cost: \$6,810**

## **TASK 3. AQUATIC RESOURCES DELINEATION UPDATE**

Nomad will prepare an updated Aquatic Resources Delineation using the Wetland Delineation prepared for the previous project in 2013<sup>3</sup> as a template. The update will reflect current site conditions, and current database query results. It will meet current standards for Aquatic Resources Delineations required by USACE.

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<sup>2</sup> Nomad Ecology. 2015. *Biological Assessment*, West Antioch Creek Channel Improvements, City of Antioch, Contra Costa County.

<sup>3</sup> Nomad Ecology. 2013. *Wetland Delineation and Preliminary Jurisdictional Determination*, West Antioch Creek Channel Improvements, City of Antioch, Contra Costa County.

Nomad will conduct a wetland delineation and preliminary jurisdictional determination in accordance with the U.S. Army Corps of Engineers' (USACE) 1987<sup>4</sup> and revised 2008<sup>5</sup> Guidelines, the Ordinary High Water Mark Field Guide<sup>6</sup>, State Wetland Definition and Dredge and Fill Procedures<sup>7</sup>, and Navigable Waters Protection Rule: Definition of "Waters of the United States". The methodology, report and mapping will meet all of the requirements of the minimum standards for acceptance of Wetland Delineation reports as specified by the Sacramento District of USACE. Field work will include sampling field data points, recording data on hydrology, vegetation, and soils, and mapping data points and the extent of potential wetlands and waters. Aquatic features on site will be observed for evidence of bed and bank, ordinary high water marks, and other evidence of water flow. We are anticipating site conditions will be very similar to the 2013 conditions.

An Aquatic Resource Delineation technical report will be prepared describing the methods used and the existing site conditions, including vegetation, soils, and hydrology. The report will include a summary of all potential wetlands and waters of the U.S. subject to federal regulations, a discussion of permitting implications, and a map of all wetlands and their respective field data forms. The GIS-based maps will show all potentially jurisdictional wetlands and waters as characterized by wetland types. As part of this task, Nomad will determine Waters of the State subject to California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB) jurisdictions.

**Deliverable: Draft and Final Aquatic Resources Delineation delivered electronically**

**Task 3 Cost: \$5,088**

#### **TASK 4. MITIGATION AND MONITORING PLAN UPDATE**

Nomad will prepare an updated Mitigation and Monitoring Plan using the Revegetation and Monitoring Plan prepared for the previous project in 2015<sup>8</sup> as a template. The update will reflect the current proposed project and current mitigation requirements expected by RWQCB. The plan will include a brief description of the project and project area; a summary of vegetation communities potentially impacted by project activities, species palettes, native seed mixes, seeding and planting methodology, success criteria, and a monitoring and reporting schedule.

**Deliverable: Draft and Final Mitigation and Moni delivered electronically**

**Task 4 Cost: \$5,400**

#### **TASK 5. NATIONWIDE PERMIT 3 APPLICATION**

Section 404 of the Clean Water Act regulates the discharge of dredged or fill material into a water of the U.S. Certain activities involving minor discharges into waters of the U.S may be authorized under the Nationwide Permit (NWP) program. The proposed desilting activities should be authorized by USACE

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<sup>4</sup> Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual*. Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi. January. 100 pp. plus appendices.

<sup>5</sup> Environmental Laboratory. 2008. *Regional Supplement to the Corps Engineers Wetland Delineation Manual: Arid West Region*. ERDC/EL TR-06-16. U.S. Army Engineer Research and Development Center, Vicksburg, Mississippi. December.

<sup>6</sup> Lichvar, R.W., and S.M. McColley. 2008. *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. U.S. Army Corps of Engineers, Engineer Research and Development Center, Cold Regions Research and Engineering Laboratory, Hanover, NH.

<sup>7</sup> California State Water Resources Control Board 2019. *State Wetland Definition and Dredge and Fill Procedures*. April.

<sup>8</sup> Nomad Ecology. 2013. *Biological Resources Assessment*, West Antioch Creek Channel Improvements, City of Antioch, Contra Costa County.



under NWP 3, Maintenance. Nomad will prepare a Preconstruction Notification (PCN) describing the proposed project and potential impacts to demonstrate compliance with NWP 3. The PCN will include the temporary and permanent impacts to wetlands in acres, a complete project description, and measures that would be implemented to avoid, minimize, and mitigate for potential project effects on waters of the U.S.

Nomad will submit the draft application to the City of Antioch and Woodward & Curran for review and then submit a final version after incorporating comments. Nomad will submit all documentation to USACE for review. Nomad will conduct a site visit with USACE (if requested) to verify the aquatic resources delineation and address any required changes by the USACE to the PCN and/or the aquatic resources delineation. This task includes time to communicate and coordinate with USACE as necessary throughout the application process until the permit is issued.

**Deliverable: Nationwide Permit 3 Draft and Final Applications provided electronically**

**Task 5 Cost: \$9,308**

## **TASK 6. 401 PRECERTIFICATION APPLICATION AND MITIGATION AND MONITORING PLAN**

Nomad will prepare a Notice of Intent form, and the associated appendices for a complete 401 precertification application as required for the RWQCB for Nationwide Permit 3. The application will include the Notice of Intent form, the aquatic resources delineation prepared for the project, pre project photos, fee check, riparian trees proposed for removal, mitigation and monitoring plan, other agency correspondence, and a map detailing discharges to wetlands.

Nomad will submit the draft application to the City of Antioch and Woodward & Curran for review and then submit a final version of the application after incorporating their comments. Nomad will submit all documentation to the RWQCB for review. Nomad will provide additional information to the RWQCB as requested, and communicate and coordinate with RWQCB as necessary throughout the application process until the permit is issued.

**Deliverable: 401 Precertification Draft and Final Applications provided electronically**

**Task 6 Cost: \$8,340**

**TOTAL COST: \$40,881**

Please contact me at (925) 228-1019 if you have any questions.

Sincerely,

Erin L. McDermott  
Principal  
Senior Vegetation & Restoration Specialist  
ISA Certified Arborist – WE7318A  
Certified Botanist – CB-0028  
Nomad Ecology, LLC

Enclosures: Rate Schedule  
Budget

## 2021 RATE SCHEDULE

<u>LABOR</u>	<u>RATE/HOUR</u>
Principal	\$145
Project Manager	\$125
10(a)(1)(A) Permitted Biologist	\$120
ISA Certified Arborist	\$115
Regulatory Specialist	\$115
Senior Botanist	\$115
Senior Wildlife Biologist	\$115
Senior Vegetation Ecologist	\$115
GIS Specialist	\$105
Wetland Specialist	\$105
Botanist	\$105
Wildlife Ecologist	\$105
Fisheries Biologist	\$105
Project Biologist	\$95
Field Biologist III	\$85
Field Biologist II	\$75
Field Biologist I	\$65
Technical Editor	\$65
Project Analyst	\$55
Clerical	\$35
Non-Profit Labor Rate	\$80-\$95
Subcontractors	+10%

<u>OTHER DIRECT COSTS</u>	<u>RATE</u>
Vehicle Mileage (GSA Published Rates)	GSA published rates
Trimble GeoXT submeter GPS	\$50/day
Infrared wildlife monitors (per unit cost)	\$25/day or \$100/week
Acoustic bat monitor (per unit cost)	\$25/day or \$100/week
Pond sampling equipment (nets, egg grids, etc.)	\$25/day
Color graphics 24 x 24 or greater	At cost + 15%
Field Supplies	At cost + 15%
Equipment Rental	At cost + 15%
Report reproduction	At cost + 15%
Airfare/Transportation/Rental Vehicles	At cost
Travel/Lodging/Meals	GSA published rates

*Cost Estimate***West Antioch Creek Desilting Project**

<b>Task 1. Biological Resource Assessment Update</b>				
Description	Classification	Rate	Hours	Total
Project Management	Senior Biologist	\$115	6	\$690
Reconnaissance Survey	Senior Biologist	\$115	8	\$920
Draft Report Preparation	Wildlife Biologist/Botanist	\$105	24	\$2,520
Final Report Preparation	Senior Biologist	\$115	8	\$920
GIS Figure Production	GIS Specialist	\$105	8	\$840
<b>Subtotal:</b>				<b>\$5,890</b>
<b>Other Direct Costs</b>				
Vehicle Mileage		\$0.540	85	\$46
<b>Subtotal:</b>				<b>\$46</b>
<b>Task 1 Total:</b>				<b>\$5,936</b>
<b>Task 2. Biological Assessment Update</b>				
Description	Classification	Rate	Hours	Total
Project Management	Senior Biologist	\$115	6	\$690
Draft Report Preparation	Wildlife Biologist/Botanist	\$105	24	\$2,520
Final Report Preparation	Senior Biologist	\$115	8	\$920
GIS Figure Production	GIS Specialist	\$105	8	\$840
Provide requested info to USFWS	Senior Biologist	\$115	16	\$1,840
<b>Task 2 Total:</b>				<b>\$6,810</b>
<b>Task 3. Aquatic Resources Delineation Update</b>				
Description	Classification	Rate	Hours	Total
Project Management	Senior Biologist	\$115	6	\$690
Field Work	Wetland Specialist	\$105	8	\$840
Draft Report Preparation	Wetland Specialist	\$105	24	\$2,520
Final Report Preparation	Wetland Specialist	\$105	8	\$840
GIS Figure Production	GIS Specialist	\$105	8	\$840
<b>Subtotal:</b>				<b>\$5,040</b>
<b>Other Direct Costs</b>				
Vehicle Mileage		\$0.560	85	\$48
<b>Subtotal:</b>				<b>\$48</b>
<b>Task 3 Total:</b>				<b>\$5,088</b>
<b>Task 4. Mitigation and Monitoring Plan Update</b>				
Description	Classification	Rate	Hours	Total
Project Management	Senior Biologist	\$115	4	\$460
Draft Report Preparation	Senior Vegetation Ecologist	\$115	24	\$2,760
Final Report Preparation	Senior Vegetation Ecologist	\$115	8	\$920
GIS Figure Production	GIS Specialist	\$105	12	\$1,260
<b>Task 4 Total:</b>				<b>\$5,400</b>
<b>Task 5. Nationwide Permit 3 Application</b>				
Description	Classification	Rate	Hours	Total

# Budget

January 28, 2021

Project Management	Senior Biologist	\$115	12	\$1,380
Draft Application Preparation	Wildlife Biologist/Botanist	\$105	32	\$3,360
Final Application Preparation	Senior Biologist	\$115	8	\$920
GIS Figure Production	GIS Specialist	\$105	8	\$840
Site visit with USACE	Senior Biologist	\$115	8	\$920
Provide requested info to USACE	Senior Biologist	\$115	16	\$1,840
<b>Subtotal:</b>				<b>\$9,260</b>

## Other Direct Costs

Vehicle Mileage	\$0.560	85	\$48
Subtotal:			\$48

**Task 5 Total: \$9,308**

## Task 6. 401 Precertification Application

Description	Classification	Rate	Hours	Total
Project Management	Senior Biologist	\$115	12	\$1,380
Draft Application Preparation	Wildlife Biologist/Botanist	\$105	32	\$3,360
Final Application Preparation	Senior Biologist	\$115	8	\$920
GIS Figure Production	GIS Specialist	\$105	8	\$840
Provide requested info to RWQCB	Senior Biologist	\$115	16	\$1,840

**Task 6 Total: \$8,340**

**Labor Total: \$40,740**

**Expense Total: \$141**

**Total: \$40,881**

BZ1



## ATTACHMENT "C"

### DESIGN CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND RMC WATER AND ENVIRONMENT FOR ENGINEERING DESIGN, ENVIRONMENTAL PERMITTING AND CONSTRUCTION SUPPORT SERVICES FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS P.W. 201-6

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and RMC Water and Environment ("Consultant") as of November 28, 2012.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2015, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant 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 agree to pay Consultant a sum not to exceed \$832,339.00 (Eight hundred thirty-two thousand three hundred thirty-nine 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 herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties



further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

**2.2 Payment Schedule.**

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

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

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



- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed Eight hundred thirty-two thousand three hundred thirty-nine dollars (\$832,339.00). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" 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.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall



waive all rights of subrogation against the City and their officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

#### **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and their officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or their officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- c. An endorsement must state that coverage is primary insurance with respect to the City and their officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3 Professional Liability Insurance.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

**4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.



#### 4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds 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 herein.
- 4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City and their officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

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

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



## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES**

5.1. Consistent with California Civil Code Section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, immediately indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of or resulting from any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, sub-consultants or subcontractors in said performance of professional services under this Agreement, excepting only liability arising from the sole active negligence or sole intentional misconduct of CITY.

5.2. Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (a) above, and to the full extent permitted by law, CONSULTANT shall indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY and any Indemnified Parties from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

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

5.4. 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.

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

## **Section 6. STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant



and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

**Section 7. LEGAL REQUIREMENTS.**

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

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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



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

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **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.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.



- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

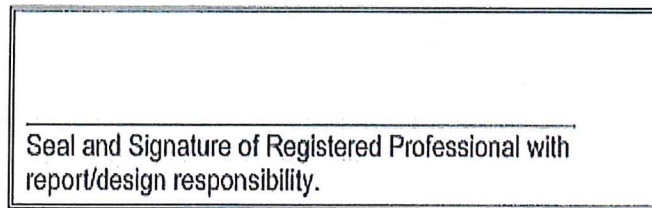
- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit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

David L. Richardson, P.E.  
RMC Water and Environment  
2001 N. Main Street, Suite 400  
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

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

- 10.11 Professional Seal.** When the Contract Administrator considers it appropriate, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

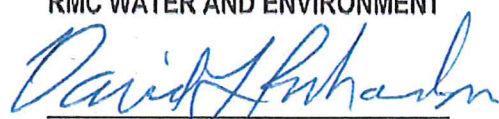


- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either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

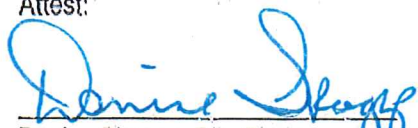
CITY OF ANTIOCH:

  
Jim Jakel, City Manager

CONSULTANT:

RMC WATER AND ENVIRONMENT  
  
David L. Richardson, Principal

Attest:

  
Denise Skaggs, City Clerk

Approved as to Form:

  
Lynn Tracy Nerland, City Attorney



# EXHIBIT "A"

## West Antioch Creek Channel Improvement Project Scope of Work

### Overview

The project objectives are to increase capacity to a 25-year flood protection level in West Antioch Creek under West 10<sup>th</sup> Street to the existing open channel, and desilt the downstream earthen channel from 8<sup>th</sup> Street to Antioch Point (200 feet north of the railroad bridge). RMC will review the existing hydraulic and preliminary design work completed by the Contra Costa County Flood Control District (District) and related documentation from the City of Antioch (City) on the desilting work.

RMC will then proceed to undertake a complete engineering design of the project which will include:

- New reinforced pre-cast concrete box culverts under 10<sup>th</sup> Street
- Design and alignment of access/service road
- Replacement channel and/or additional box culvert between 10<sup>th</sup> Street and the existing open channel
- Design of any other necessary earth and structural work
- Revegetation design based on mitigation requirements
- Plans for desilting the channel
- Preparation of complete standard engineering drawings that include all necessary details, plans, and profiles adhering to industry standards.

RMC will prepare accompanying engineering specifications and a detailed cost estimate for the construction of the Project.

For the tasks below, all "A" tasks cover channel improvements work from 10<sup>th</sup> to 8<sup>th</sup> Streets, and all "B" tasks cover the desilting work from 8<sup>th</sup> Street to Antioch Point. Separating the tasks now will facilitate invoicing to DWR.

### Task 1 – Project Management and Coordination

#### Subtasks 1.1A and 1.1B – General Project Management

RMC will supervise, coordinate and monitor design for conformance with standard engineering practices, City and District requirements, and all applicable local, state, and federal government agency requirements. RMC will maintain project files in accordance with City requirements and to the format required by all external funding agencies.

#### Tasks 1.1A and 1.1B Deliverables

- Project letters, memoranda, and other correspondences

#### Subtasks 1.2A and 1.2B – Project Schedule

RMC will prepare a draft Project Schedule within 30 days from the date of the Notice to Proceed and will be finalized after we receive comments from the City. The schedule will be tracked and updated throughout the duration of the project.

#### ***Tasks 1.2A and 1.2B Deliverables***

- Project schedule

#### **Subtasks 1.3A and 1.3B – Progress Meetings, Reports and Invoicing**

Under this task, RMC will prepare, organize, attend and conduct the necessary project meetings to implement the Project. Our goal under this task would be to schedule and coordinate such meetings in a manner that provides for effective project communications to the necessary stakeholders.

RMC will prepare, organize, and attend an initial kick-off meeting with the City to review the Project scope of work, schedule, and project implementation strategy. Following the meeting, RMC will begin the design concept review work which includes gathering and reviewing data and background reports and confirming all previously completed work products relevant to preparing the final design. RMC will then identify additional analyses, such as hydrologic and hydraulic analysis, required for design development and final design work.

RMC will also begin discussions with regulatory agencies to notify them about the Project. We will develop a strategy to coordinate early with the regulatory agencies which will include informal consultation, telephone discussions, and visits at the Project site.

RMC will hold regular progress meetings. Prior to the meetings, we will prepare and distribute the agenda to the City. At each progress meeting, we will discuss overall Project progress, including accomplishments such as milestones and deliverables completed, the tasks and subtasks that were actively performed on during the reporting period, and issues encountered or anticipated.

RMC will include a four week look-ahead schedule that will encompass work for the next reporting period and will address any changes on the Project completion schedule. This report will show comparison of the actual progress as compared to the adopted baseline schedule, include analysis of critical tasks to identify potential delays, include methods to bring or accelerate these critical tasks to bring the overall Project in agreement with the baseline schedule, reconcile scope and cost changes that impact schedule, and will include explanations for any changes and resulting impacts to the Project schedule. This schedule update will also include approved and forecasted milestone dates.

Following each progress meeting, we will prepare and submit a draft electronic copy of meeting summary notes to the City's Project Manager for review and comment. We will then incorporate review comments and will submit final meeting notes to the City's Project Manager.

RMC will hold coordination meetings with the City's CEQA consultant, utility companies, or other project stakeholders, as needed to keep stakeholders abreast of the design progress.

RMC will prepare monthly progress reports and invoices, and submit them to the City's Project Manager for review and payment.

#### ***Tasks 1.3A and 1.3B Deliverables***

- Meeting materials – agendas, summaries and presentations; monthly progress reports and invoices

#### **Subtasks 1.4A and 1.4B – Public Outreach Program**



Public outreach is a vital part of any major construction project, and it must be conducted such that the concerns and values of the local community, and stakeholder groups are identified and addressed. Issues can be raised concerning the design or impacts to the community during construction. RMC will work with the City's Project Manager and the City's CEQA consultant to develop an outreach program to communicate project progress and how the City will address potential project concerns. For the public outreach program, RMC will:

- prepare, organize, and attend up to two (2) public meetings and one (1) City Council meeting as required by the City to present design concepts and encourage discussion of public interests and concerns;
- create and maintain a database of interested parties; and
- evaluate the public outreach program, and review public comments/suggestions, and recommend changes to the public outreach program.

**Tasks 1.4A and 1.4B Deliverables**

- Presentations for public meetings; database of public, project stakeholders, and interested parties

**Task 2 – Data Gathering and Review**

RMC will review the existing conceptual designs and other documents related to the Project and will:

- gather and organize all relevant project information, and review documents;
- identify additional analyses and information that may be required; and
- finalize project design criteria to use for the preparation of the construction documents.

**Subtasks 2.1A and 2.1B – Data Gathering, Review, and Need for Additional Information**

Under this task, RMC will gather and review background information from the City and District. We will assemble all available data and associated metadata from the City and District, including as-built plans, aerial photos, parcel maps, records of survey, available utility maps, assessor's maps, surveys, hydraulic design models, hydrology reports, existing environmental documentation (including 1985 Environmental Impact Report for the West Antioch Creek Improvement Project State Clearinghouse No. 84011013), hazardous materials investigations, design drawings, standards, etc. We will conduct a thorough review of the available data and identify any data gaps. We will also perform field reconnaissance to get more familiar with the project site and surroundings, identify additional data needs, design challenges and solutions, right-of-way constraints, etc.

**Tasks 2.1A and 2.1B Deliverables**

- List of existing data collected and reviewed; summary of field reconnaissance; memorandum identifying need for additional information, if applicable

**Subtasks 2.2A and 2.2B –Hydrology, Hydraulics, and General Civil Design Review**

The purpose of this task is to ensure that previous hydrologic, hydraulic, and surveying reports and data perform a sufficient basis with which to begin detailed project design, and to identify additional information and studies that are required. It is assumed that the existing hydrology is acceptable and



that we will not be re-evaluating the existing hydrology or rerunning the hydrology model. We will be reviewing the hydrology to understand the flows. It is further assumed that the existing hydraulic model accurately represents existing conditions and will only need to be updated to represent proposed changes that will be a direct result of the Project (i.e. reconfigured conveyance between 10<sup>th</sup> Street and the existing open channel and the desilting of the downstream channel). This is understood to also include review of creek cross sections and estimates of anticipated sediment removal volumes in the desilting portion of the project.

#### ***Tasks 2.2A and 2.2B Deliverables***

- Memorandum with comments on adequacy of hydraulics and hydrology analysis; memorandum with recommendations on additional analysis required, if needed.

#### **Subtask 2.3A – Compile Base Plans of Existing Utilities**

Our base mapping work will consist of digital plans that include field-surveyed information, geodetic control, and compiled utilities. There will be an evaluation of the base mapping for potential conflicts and finalizing of the existing utility mapping. RMC will:

- prepare cover letter to utility companies, cities, and other agencies requesting system maps and as-built maps;
- meet with municipal agencies, as necessary, and contact utility companies to gather utility information, and identify roles and responsibilities regarding development of design and construction documents for the individual utilities; and
- prepare base plan showing utilities from existing data, such as maps, as-built information, and visible and surveyed locations of surface utility facilities. The existing topographic survey will serve as the basemap for this Project

#### ***Task 2.3A Deliverables***

- List of utility agency contact information; draft and final cover letters; draft utility mapping plans; summary table of utilities' roles and responsibilities; final utility mapping plans

#### **Subtask 2.4A – Hazardous Material Assessment**

The RMC Team (primarily Weiss Associates) will perform Phase 1 and Phase 2 Environmental Site Assessments on the former Ford dealership property, as well as a pre-demolition asbestos and lead inspection to assist in property acquisition and developing soil handling and disposal constraints. These site assessments will include the following components:

- The Phase 1 Environmental Site Assessment will meet or exceed the minimum standards set forth in American Society for Testing and Materials (ASTM) Practice E 1527-05, and will include a records review of environmental databases for sites of potential contamination concern, a site inspection, and interviews with property owners and occupants. A draft and final report will be developed describing the findings of the assessment.
- The Phase 2 Environmental Site Assessment will be based on the findings of the Phase 1 Environmental Site Assessment and will include a Soil and Groundwater Investigation Work Plan and Health and Safety Plan, up to ten borings to the groundwater interface, groundwater samples at three locations, and perform laboratory analysis at a California-certified

environmental laboratory. Results of the analysis will be summarized in a Soil and Groundwater Investigation Summary Report.

- The Pre-demolition Asbestos and Lead Inspection will include an asbestos survey, collection of suspected materials, analysis of material samples, and preparation of a final inspection report.

#### ***Task 2.4A Deliverables***

- Draft and Final Phase 1 Site Assessment Report; Soil and Groundwater Investigation Summary Report; Final Pre-demolition Asbestos and Lead Inspection Report

### **Task 3 – Surveying and Mapping**

#### **Subtasks 3.1A and 3.1B – Supplemental Site Surveying**

RMC's surveying subconsultant will survey the site from 10<sup>th</sup> Street and include the channel improvements area downstream, and the desilting area from 8<sup>th</sup> Street to 200 ft north of the BNSF railway.

#### ***Tasks 3.1A and 3.1B Deliverables***

- Supplemental site survey (design-level)

#### **Subtask 3.2A – Right-of-Way Mapping Preparation**

RMC will prepare plats, descriptions, and record of survey. We will compile real estate takings and tract register in AutoCAD and GIS format for those impacted properties (rights of way), calculating how many acres per property would be taken and what type of real estate, such as fee or easement, it would be. We will identify and prepare plats and legal descriptions for all easements necessary to construct the project.

#### ***Task 3.2A Deliverables***

- Plats and legal descriptions for up to four (4) parcels

### **Task 4 – Geotechnical Investigations**

Hultgren-Tillis Engineers and Weiss Associates are subconsultants to RMC that will assist with the geotechnical investigations and sediment characterization work.

#### **Subtask 4.1A – Site Geotechnical Investigations**

RMC (primarily Hultgren-Tillis Engineers) will drill three (3) soil borings along the alignment with truck-mounted drilling equipment. RMC will obtain a permit from the Contra Costa County Environmental Health Department to drill and grout the borings and a permit from the District to drill on their property. RMC will drill two (2) borings within the existing vacant parking lot within the former auto dealership and one boring on the District vacant lot north of the parking lot. The borings will be logged and soil samples will be collected for further visual classification and laboratory testing. After drilling is complete, the borings will be backfilled with grout. The borings in the parking lot will be capped with 6-inches of quick set concrete. Selected soil samples will be submitted for laboratory testing. The laboratory testing program will include moisture content, dry density, mechanical sieve analysis, and Atterberg limits.



Based upon the results of the field exploration and laboratory testing, conclusions and recommendations will be made regarding the following:

- Subsurface conditions including depth to groundwater, if encountered;
- Site preparations and grading;
- Potential for liquefaction;
- Site Class and mapped acceleration parameters in accordance with CBC;
- Criteria for expansive soils, if present;
- Geotechnical criteria including allowable bearing pressures, minimum embedment depth, and lateral load capacity of subsurface materials;
- Estimated total and differential settlement; and
- Geotechnical criteria for retaining wall.

#### **Task 4.1A Deliverables**

- Site geotechnical report including boring logs and results of laboratory testing

#### **Subtask 4.2B – Desilting Geotechnical Investigations**

Under this task, RMC (primarily Hultgren-Tillis Engineers) will collect continuous core samples of the dredge material at up to 15 locations. Hand sampling will be used to collect the cores. A lab testing program will include 25 samples submitted for laboratory testing to evaluate the gradation (ASTM D-422), moisture content (D-2216), loss on ignition (ASTM D 4378), and pore water dissolved total solids (SM 2540C/EPA 160.2) and Atterberg limits (ASTM D-4318). A letter report will be developed summarizing the core sampling investigation along with a site plan showing the location and depths of the cores.

RMC (primarily Weiss Associates) will characterize the accumulated sediment, approximately 30,000 cubic yards of material, for disposal. The following sampling strategy is proposed:

- Based on the depths of excavation stated in the Draft Initial Study for the Phase 1 excavation area, shallow sediment samples will be collected from the surface to two-foot horizon and deeper samples at a depth of approximately four feet below ground surface. A total of six four-point composite samples will be collected.
- In the Phase 2 excavation area, shallow sediment samples will be collected from the surface to four-foot horizon and deeper samples at a depth of approximately six feet below ground surface. A total of ten four-point composite samples will be collected.
- The samples will be collected at a rate of one sample per 1,500 cubic yards, which reflects the minimum number of samples accepted by Altamont Landfill to support a waste profile. Sample locations will be chosen to provide data on contaminant distribution along the creek and support decisions about waste segregation if necessary.
- To ensure that the density of sample collection meets one sample per 1,500 cubic yards of soils, three additional samples will be collected along the Phase 1 area and four additional samples will be collected along the Phase 2 areas, to account for potential volume expansion of the soil post-excavation. Samples will be collected by hand-auger.
- The plan will specify that all samples be analyzed for total petroleum hydrocarbons (diesel, gasoline and motor oil), metals (CAM 17 list), BTEX, and polychlorinated biphenyls. Constituent detected at a concentration equal to or greater than 10 times STLC or 20 times TCLP

concentrations will be re-analyzed by California WET or EPA method 1311, respectively to determine if contaminant concentrations in the samples exceed hazardous waste thresholds.

We will collect samples of the channel sediment per the approach specified in the sampling and analysis plan discussed above. The samples will be analyzed by a state-certified laboratory for metals, total petroleum hydrocarbons (TPH) as gasoline, TPH as diesel and motor oil, benzene, toluene, ethylbenzene, xylene (BTEX), and PCBs. All sample locations will be identified by a hand-held GPS.

The sampling level of effort proposed is intended to provide a general understanding of potential presence and general location of contamination in the sediments to be excavated. Additional testing may be required, depending on the final disposition of the soils (e.g., if disposal as hazardous waste required) or if localized areas of potential contamination are (e.g., staining, odors, buried debris, drums, etc.) are encountered during excavation.

The results of the sampling and analysis and recommendations will be summarized in a report. Concentrations of constituents will be compared to hazardous waste criteria and waste acceptance criteria of the receiving facility. If reported concentrations of constituents indicate that some of the sediment may require management and disposal as hazardous waste, a segregation plan will be included in the recommendations.

#### ***Task 4.2B Deliverables***

- Letter report summarizing core sampling investigation and site plan; field records and results of laboratory testing; a ten-page sampling and analysis plan, chain of custody forms; a ten-page draft and final report summarizing results of sample collection and analysis and detailing recommendations for soil handling.

### **Task 5 – Alternatives Analysis and Preliminary Design**

#### **Subtask 5.1A – Alternatives Analysis**

Based on the work performed under Task 2, RMC will confirm the most optimal design to implement, either the open channel or box culvert concept. The evaluation will be limited so that we avoid unnecessary analysis work, but ensure that we move forward with the best alternative for all project stakeholders. RMC will prepare a brief technical memorandum (TM) that includes a cost comparison of the alternatives, and a recommendation for the Project.

#### ***Task 5.1A Deliverables***

- TM documenting alternatives comparison

#### **Subtasks 5.2A and 5.2B – Preliminary Design**

RMC will develop the preliminary design criteria for various aspects of the project and prepare a preliminary design TM for each design criteria category for the City's review and approval. The TM will accomplish the following:

- Update the hydraulic model before beginning the design
- Confirm the project alternative to implement
- Discuss system functionality of the completed project



- Identify additional data gaps

#### ***Tasks 5.2A and 5.2B Deliverables***

- Draft Preliminary Design TM

#### **Task 6 – Detailed Project Design and Plans, Specifications, and Estimates (PS&E)**

RMC will prepare detailed project designs and plans, specifications and estimates (PS&E) that will meet City design standards. The PS&E will include the demolition of the existing concrete channel and inadequate culverts, channel modification designs, site revegetation plans, sediment removal volumes/cross sections, equipment access points, sediment dewatering and stockpile locations and other relevant information.

#### **Subtasks 6.1A and 6.1B – 35% PS&E Submittals**

Under this task, RMC will prepare a 35% PS&E submittal and perform services as outlined below.

- Perform design analysis to establish basis for final design of all the project elements. RMC will prepare hydraulic analysis as described in Subtask 2.2. All analyses of system hydraulics will be tied into the original hydrologic and hydraulic models for the entire system, modified as needed to reflect ongoing detailed project design and changes necessitated by environmental, and operation or maintenance considerations, other utilities, rights-of-way issues, or other issues of constructability.
- Based on the geotechnical and hazardous materials work performed in earlier tasks, RMC will identify suitable local disposal areas, perform quantity take-offs and prepare a probable estimate of cost of construction.
- After the 35% PS&E has gone through a rigorous Internal QC process, RMC will submit it and present it to the City at a 35% design review workshop.

#### ***Tasks 6.1A and 6.1B Deliverables***

- Design analysis; quantity take-offs and cost estimates; draft outline of technical specifications; 35% PS&E

#### **Subtasks 6.2A and 6.2B – 65% PS&E Submittals**

Under this task, RMC will prepare a 65% PS&E submittal and perform services as outlined below.

- Prior to initiating 65% submittal package, RMC will review, respond and resolve comments from the 35% submittal. If necessary, we will meet and resolve differences to develop consensus before moving forward with the final design. We have a design review process that has been successfully used on other design projects and will be used here.
- RMC will analyze the 65% design plans for functionality and to ensure that all flood protection objectives are met. We will refine previous hydraulic modeling as necessary based on design documents. All hydraulic design elements should be “locked down” at this plan development stage.

- Traffic control phasing plans will be prepared. The Contractor will be required to submit traffic control plans to meet City standards, and the traffic control devices will conform to the current California Manual of Uniform Traffic Control Devices (CA-MUTCD) and Caltrans standards.
- RMC will perform quantity take-offs and update the engineer's estimate.
- After the 65% PS&E has gone through a rigorous internal QC process, RMC will submit it to the City. Copies of the 65% PS&E will be distributed for review by the City, District, regulatory and other governing agencies. Copies will be provided to impacted utilities and local businesses and property owners as needed.

#### ***Tasks 6.2A and 6.2B Deliverables***

- Written responses to comments on 35% PS&E Submittal; design calculations; quantity take-offs and cost estimates; 65% PS&E

#### **Subtasks 6.3A and 6.3B – 95% PS&E Submittals**

Under this task, RMC will prepare a 95% PS&E submittal and perform services as outlined below. This submittal represents complete checked plans, specifications, quantities and cost estimates, ready for final City, District and other resource/regulatory agencies final review.

- Prior to initiating the 95% submittal package, RMC will review, respond and resolve comments from the 65% submittal.
- Analyze the 95% design plans for functionality and to ensure that all flood protection and Project objectives are met on a Project-wide basis. We will refine previous hydraulic modeling as necessary based on design documents.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) Report which will include short and long term construction and post construction erosion methods.
- RMC will perform quantity take-offs and update the probable estimate cost of construction.

#### ***Tasks 6.3A and 6.3B Deliverables***

- Written responses to comments on 65% PS&E Submittal; design calculations; quantity take-offs and cost estimates; 95% PS&E

#### **Subtasks 6.4A and 6.4B – 100% and Final PS&E Submittals**

Under this task, RMC will prepare a 100% PS&E submittal and perform services as outlined below. This submittal represents complete checked plans and submittal of the original drawings, ready for bidding, with incorporation of changes as requested from the 95% PS&E review.

- Prior to initiating the 100% submittal package, RMC will review, respond, and resolve comments from the 95% submittal.
- Update plans and specifications by incorporating 95% review comments.
- RMC will perform final quantity take-offs and update the probable estimate of cost of construction.
- RMC will perform an internal QC process, including constructability review, on the 100% PS&E and prepare a report summarizing the findings.
- Based on the 95% PS&E, prepare and obtain construction permits from the County, City, UPRR, and any other local authorities, jurisdictions, or utilities as needed for construction permit.



Prepare and submit signature ready application for Notice of Intent (NOI) to the State Regional Board for SWPPP activities including conceptual SWPPP Report in accordance with Storm Water Quality Handbook.

- Submit 100% PS&E package.

***Tasks 6.4A and 6.4B Deliverables***

- 100% PS&E; construction permit applications and permits; final review comments with responses; SWPPP; Final Technical Report and other reports including stamped structural, hydraulic and geometric quantity take-off calculations

**Subtasks 6.5A and 6.5B – Project As-Built Drawings**

RMC will provide the City with as-built drawings for the construction contract. We will monitor Contractor's required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, we will maintain a copy of the contract plans. RMC will attempt to include items that are not normally shown on the Contractor's set of record drawings.

***Tasks 6.5A and 6.5B Deliverables***

- One set of marked up as-built drawings in addition to the Contractor's marked up set of contract drawings.

**Task 7 – Environmental Compliance**

**Subtasks 7.1A and 7.1B – Permit Acquisition**

Under this task, RMC will coordinate with the City's consultant responsible for preparing the environmental documentation for the Project.

RMC will prepare permit applications and supporting documentation for regulatory agencies including the USACE, the Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Game (CDFG). We will negotiate with the aforementioned agencies and others like the Environmental Protection Agency (EPA) and U.S. Fish and Wildlife Service (USFWS) to obtain the necessary permits for construction. We assume that the following permits/approvals will be necessary:

- 404 Permit from USACE
- 401 Water Quality Certification from RWQCB
- Streambed Alteration Agreement from CDFG
- Notice of Intent to obtain coverage under General Construction Permit
- Section 7 Consultation for Federal Endangered Species Compliance with USFWS
- Section 7 Consultation for State Endangered Species Compliance with CDFG
- Tree Removal Permit from City of Antioch Planning Department
- Encroachment Permit from Burlington Northern – Santa Fe Railroad.

The RMC Team (intended to be primarily Nomad Ecology) will conduct a site assessment to evaluate on-site habitat suitability, assess impacts to listed and special-status species, and perform a wetland delineation and preliminary jurisdictional determination in accordance with the USACE 1987 and 2006 Guidelines. This may require sampling field data points outside of the original project footprint,

recording data on hydrology, vegetation, and soils, and mapping data points and the extent of potential wetlands and waters of the U.S., as well as determining Waters of the State subject to CDFG and RWQCB jurisdictions.

Nomad will conduct a search of the California Natural Diversity Database and other relevant literature to ascertain that the species lists used in the biological resources report are current and complete. Nomad will update the lists to address all special-status species known from the vicinity as necessary. Following completion of the site assessment, we will update the 2009 Biological Resources Assessment and the Wetland Delineation and Preliminary Determination and submit to the USACE for verification.

***Tasks 7.1A and 7.1B Deliverables***

- Permit applications, permits; Revised Wetland Delineation and Biological Resources Assessment (to include desilting area)

**Subtasks 7.2A and 7.2B – Mitigation Monitoring and Reporting Program**

Separate from the CEQA Mitigation Monitoring and Reporting Program (MMRP) to be developed by the CEQA consultant, RMC will develop a Habitat MMRP to ensure compliance with the USACE permit and potentially other permits. Nomad will prepare the Biological Resources section of the Administrative Draft and Draft Initial Study/Mitigated Negative Declaration (IS/MND) and will ensure that the document reflects the "state-of-the-practice" methods and approaches for programmatic environmental analysis, provides accurate baseline environmental conditions and mapping that can be used in the development review process, attains a balance between development and environmental constraints, and incorporates the appropriate mitigation measures. All mitigation measures will comply with the East Contra Costa County Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP).

***Tasks 7.2A and 7.2B Deliverables***

- Habitat MMRP for permit compliance; biological resources section of the Draft IS/MND

**Subtasks 7.3A and 7.3B –CEQA Coordination**

RMC will be working very closely with the City and its environmental consultant to ensure that the Project will be CEQA compliant. We will provide all technical information necessary for the environmental consultant to prepare the project description.

***Tasks 7.3A and 7.3B Deliverables***

- Technical input for project description

**Tasks 8A and 8B – Bidding Phase Support Services**

Advertising and bidding procedures will be the responsibility of the City. RMC will assist the City during the bidding period as required by:

- Providing consultation with City staff in the interpretation of the contract documents in responding to bidders' questions pertaining to the bid documents including signed and stamped plans and specifications. The interpretation of these items will be analyzed for a decision by the City, as to the proper procedure required.



- Attending pre-bid conference including site visit, and preparing addenda if clarifications or changes to bid documents including plans and specifications are needed. During preparation of each addendum, RMC will determine any construction cost and schedule impact of the addendum and submit to the City for consideration prior to finalizing the addendum.
- Preparing a conformed set of construction contract documents for use during construction.

#### **Tasks 8A and 8B Deliverables**

- Written response to bidders' questions, addenda, conformed set of construction contract documents

### **Task 9 – DWR Coordination and Additional Grant Funding**

#### **Subtasks 9.1A – DWR Coordination**

RMC will assist the City with coordination with DWR. We will prepare templates, schedules, communication and coordination procedures, and other protocols as needed for use throughout implementation of the project to ensure consistent invoicing and billing among all consultants and contractors.

RMC shall prepare and submit for DWR approval individual quarterly grant disbursement invoices for the project. The invoices shall include:

- Costs incurred for work performed in implementing the contract during the period identified in the particular invoice.
- Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project during the period identified in the particular invoice.
- Appropriate receipts and reports for all costs incurred.
- Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - 2) Invoices must be itemized based on the DWR's specified categories. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount and those costs that represent Grantee's and Local Project Sponsors' costs.
  - 5) Original signature and date (in ink) of Grantee's Project Manager.

RMC shall prepare and submit for DWR approval the reports listed below for each of the project. Reports shall meet generally accepted professional standards for technical reporting. All reports shall be submitted to DWR's Project Manager, and shall be submitted in both electronic and hard copy forms. If

requested, RMC shall promptly provide any additional information deemed necessary by DWR for the approval of reports. Reports shall be presented in the formats prescribed by DWR.

- **Quarterly Progress Reports:** RMC shall prepare and submit to DWR Quarterly Progress Reports for the project on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to DWR's Project Manager, per the Project Schedule. Quarterly Progress Reports shall provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishment and any problem encountered in the performance of the work during the reporting period.
- **Project Completion Reports:** RMC shall prepare and submit to DWR a Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include a description of actual work done, any changes or amendments to the project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the project. The Project Completion Report shall also include, if applicable, certification of the final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.

Our scope and budget assumes that the City's consultants and contractors will provide to RMC progress reports and invoices on time during project implementation and monitoring. The consultants/contractors will be responsible for project implementation and monitoring, while RMC will compile information, summarize progress, prepare reports, and coordinate with DWR.

#### **Tasks 9.1A Deliverables**

- Report templates, schedules, communication and coordination procedures, and other protocols as needed for distribution to project proponents and team
- Quarterly DWR progress reports, quarterly invoices, meeting summaries

#### **Subtasks 9.2A – Additional Grant Funding**

RMC will prepare an initial matrix showing grant opportunities for which the project may be positioned. The matrix will also identify action items to better position the project to secure grant funding. RMC will update monthly the grant funding matrix that lists state and federal grant funding programs, key dates associated with each program, eligibility requirements, and other information useful to the City to understand and position for various grant opportunities. In addition, RMC will consult with City staff monthly, or as necessary, as new grant information, project information, or action items change. RMC will maintain ongoing communication with State and Federal grant funding agencies, and with City staff to discuss grant funding opportunities, program requirements and project positioning. RMC will use these communication opportunities to develop positioning strategies for this project. Lastly, RMC will review the City's project in the IRWMP database and make recommendations for how to improve the information provided.

RMC will review final proposal solicitation packages (PSPs) issued by grant funding entities to develop a proposed grant application strategy for the project. This proposed approach will be discussed and approved by City staff prior to completion of grant application materials. For the purposes of developing the level of effort, RMC is providing an allowance of 40 hours to be spent on preparation of



the draft and final applications. It is possible less time would be required depending on the grant opportunity and associated requirements. Prior to completion of the grant application, during discussion of the proposed approach with City staff, RMC will provide a more detailed estimated level of effort for consideration by the City. RMC will prepare one set of draft and final grant applications for the project approved by City staff. During the grant application preparation, RMC will coordinate with City staff to obtain information and input on the approach. In addition, RMC will obtain and incorporate City staff comments on the draft and final grant applications. RMC will prepare hard copies of materials as needed both for submittal to granting agencies and to the City.

***Tasks 9.2A Deliverables***

- Grant opportunities matrix, meeting summaries, one set of draft and final grant applications

**Task 10 – Engineering Services During Construction**

**Subtasks 10.1A and 10.1B – Engineering Support**

RMC's design team will review and respond to contractor's submittals, Requests for Information (RFIs), issuance of contract document clarifications (CDCs), Value Engineering (VE) change proposals, and provide input on proposed change order requests and claims. The fee estimate is based on 25 contractor's submittals; five (5) Requests for Information (RFIs), five (5) contract document clarifications (CDCs), three (3) Value Engineering (VE) change proposals, and five (5) proposed change order requests and claims. If additional engineering support is required beyond RMC's scope and budget to address extraordinary items, RMC will meet with the City to discuss an action plan to keep the project moving forward, and scope and budget adjustments.

***Tasks 10.1A and 10.1B Deliverables***

- Submittal review comments, RFI responses, CDCs, VE responses, and change order input.

**Subtasks 10.2A and 10.2B – Pre-construction Conference**

RMC will schedule, prepare agenda, chair and take notes of the pre-construction meeting. We will outline project specifics, and inform the contractor of project administration procedures. We will invite all affected regulatory agencies, utilities, City departments and other stakeholders to attend the meeting.

***Tasks 10.2A and 10.2B Deliverables***

- Meeting agenda and summary notes









CITY OF  
**ANTIOCH**  
CALIFORNIA


**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

**PREPARED BY:** Junming Li, Assistant Engineer 

**REVIEWED BY:** Scott Buenting, Project Manager 

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

**SUBJECT:** Acceptance of Work and Notice of Completion for the Installation of Curb Ramps at Various Locations (P.W. 409-7)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Authorizing the City Manager to execute the first amendment to the construction agreement with J.J.R. Construction, Inc. for the Installation of Curb Ramps at Various Locations Project in the amount of \$45,524.74 for a total contract amount of \$323,814.74.
2. Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

**FISCAL IMPACT**

The fiscal year 2021/2022 Capital Improvement Budget includes adequate funding for this work through the Measure "J" Fund for the Installation of Curb Ramps at Various Locations ("Project").

**DISCUSSION**

On January 26, 2021, the City Council awarded a contract to J.J.R. Construction, Inc. ("JJR") of San Mateo in the amount of \$278,290. The project consisted of constructing a total of 37 new curb ramps at various locations in preparation for future roadway resurfacing projects. Staff recommends amending JJR's Agreement to include the installation of additional concrete flatwork and construction of improvements at the Rivertown Resource Center located at 301 West 10<sup>th</sup> Street.

All work on this project was completed on June 10, 2021, at a final contract price of \$323,814.74.

**ATTACHMENTS**

- A: Resolution
- B: Notice of Completion
- C: Vicinity Map

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO  
THE AGREEMENT AND ACCEPTING WORK AND AUTHORIZING THE CITY  
MANAGER OR DESIGNEE TO FILE A NOTICE OF COMPLETION FOR THE  
INSTALLATION OF CURB RAMPS AT VARIOUS LOCATIONS  
P.W. 409-7**

**WHEREAS**, on June 23, 2020, the City Council adopted the 5 Year Capital Improvement Program 2020-2025, which included funding for the Installation of Curb Ramps at Various Locations ("Project");

**WHEREAS**, the Project was published and advertised in the East County Times on December 5, 2020, and December 7, 2020, and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, the Project bids were publicly opened and read on January 5, 2021, and thirteen (13) bids were received;

**WHEREAS**, the lowest responsive and responsible bidder was submitted by J.J.R. Construction, Inc. ("JJR") of San Mateo;

**WHEREAS**, on January 26, 2021, the City Council awarded a contract to JJR in the amount of \$278,290 for constructing 37 new curb ramps at various locations in preparation for future roadway resurfacing projects;

**WHEREAS**, JJR constructed additional improvements at the Rivertown Resource Center located at 301 West 10<sup>th</sup> Street;

**WHEREAS**, the City has considered authorizing the City Manager to execute the first amendment to the agreement with JJR for this Project in the amount of \$45,524.74 for a total contract amount of \$323,814.74;

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

**WHEREAS**, all work on the Project was completed on June 10, 2021, at a final contract price of \$323,814.74 in accordance with plans and specifications referred to therein.

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

1. The work on the Installation of Curb Ramps at Various Locations is hereby completed and accepted.

AI



2. The City Manager or designee is hereby authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof for the Project.
3. The City Manager or designee is hereby authorized to execute the first amendment to the construction agreement with J.J.R. Construction, Inc. for the Installation of Curb Ramps at Various Locations Project in the amount of \$45,524.74 for a total contract amount of \$323,814.74.

\* \* \* \* \*

**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 12th day of October 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

**ATTACHMENT "B"**

**RECORDED AT THE REQUEST  
OF:**  
CITY OF ANTIOCH, CA

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**NOTICE OF COMPLETION FOR THE  
INSTALLATION OF CURB RAMPS AT VARIOUS LOCATIONS  
IN THE CITY OF ANTIOCH  
(P.W. 409-7)**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on June 10, 2021, the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and J.J.R. Construction, Inc. was completed.
5. The surety for said project was Great American Insurance Company.
6. This project consisted of constructing new curb ramps at various locations (See Exhibit "A") in preparation for future roadway resurfacing projects and constructed improvements at 301 West 10<sup>th</sup> Street.

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

\_\_\_\_\_  
Date

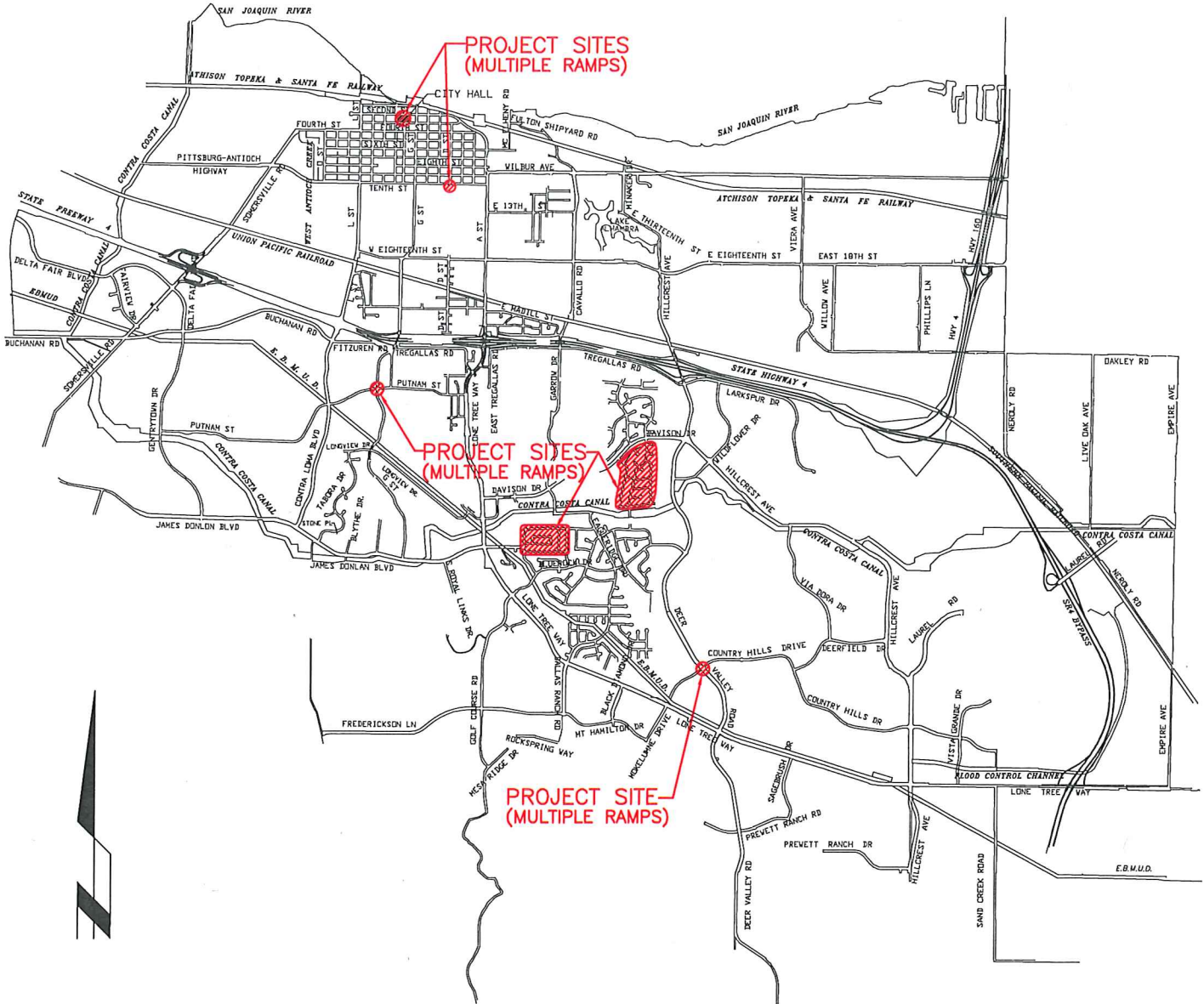
\_\_\_\_\_  
John Samuelson, P.E.  
Public Works Director/City Engineer  
City of Antioch

B1

**EXHIBIT "A"**  
**INSTALLATION OF CURB RAMPS AT VARIOUS LOCATIONS**  
**PW 409-7**  
**LIST OF LOCATIONS**

G Street & Putnam Street  
Deer Valley Road & Country Hills Drive  
Barmouth Drive & Basalt Court  
Barmouth Drive & Basalt Way  
Barmouth Drive & Laurelwood Court  
Barmouth Drive & Halite Way  
Barmouth Drive & Barmouth Court  
Barmouth Drive & Bluejay Drive  
Barmouth Drive & Myrtlewood Court  
Serpentine Drive & Burwood Way  
Serpentine Drive & Halite Way  
Serpentine Drive & Basalt Way  
Boulder Drive & Marble Drive  
Boulder Drive & Flagstone Drive  
Boulder Drive & Pebble Drive  
Boulder Drive & Rimrock Drive  
Boulder Drive & Ridgerock Drive  
Marble Drive & Pebble Drive  
Marble Drive & Rimrock Drive  
200 H Street  
301 West 10th Street

# ATTACHMENT "C"



VICINITY MAP  
N.T.S.





## **STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Jeff Cook, Collections Superintendent

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

**SUBJECT:** Consideration of Bids for Composite Locking Manhole Frame & Covers in Rural Areas Bid No. 968-0914-21C and Awarding of Maintenance Service Agreement

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding a Maintenance Services Agreement for Composite Locking Manhole Frame & Covers in Rural Areas, to the lowest, responsive and responsible bidder Cazadoro Construction, Inc.
2. Approving an Agreement with Cazadoro Construction for a term of one (1) year in an amount not to exceed \$400,000, with the option to extend an additional year, for a total amount not to exceed \$800,000; and
3. Authorizing the City Manager to execute the Agreement with Cazadoro Construction for the total amount not to exceed \$800,000.

### **FISCAL IMPACT**

Funding for the Composite Locking Manhole Frame & Covers in Rural Areas is included in the adopted fiscal year 2021-22 and 2022-23 budgets in the Sewer Enterprise Fund.

### **DISCUSSION**

This maintenance service agreement ("Agreement") is for the rehabilitation of manholes in rural areas. Currently, the manholes in rural areas are not designed to lock, leaving them vulnerable to repeated vandalism, and placing the City's sanitary sewer systems at risk for potential contamination. This contract will replace the current manhole covers and frames with a proper manhole cover locking mechanism for increased security and prevention of any potential inflow contamination.

The Public Works Department published the Composite Locking Manhole Frame & Covers in Rural Areas Request for Bids on August 24, 2021; the bid solicitation closed on September 15, 2021. Bids were solicited and three (3) complete and qualified bids were received. Cazadoro Construction, Inc. was found to be the lowest, responsive and responsible bidder.

**ATTACHMENTS**

- A. Resolution
- B. Bid Tabulation
- C. Draft Maintenance Services Agreement

**ATTACHMENT "A"**  
**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING THE CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT WITH CAZADORO CONSTRUCTION, INC. FOR  
COMPOSITE LOCKING MANHOLE FRAME & COVERS IN RURAL AREAS  
BID NO. 968-0914-21C**

**WHEREAS**, the City of Antioch requested formal bid responses to replace manhole frame & covers in rural areas;

**WHEREAS**, bids were solicited on August 24, 2021, the solicitation closed on September 15, 2021, and three (3) bids were received; and

**WHEREAS**, Cazadoro Construction, Inc. was the lowest, responsive and responsible bid.

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

1. Awards the Maintenance Services Agreement ("Agreement") for Composite Locking Manhole Frame & Covers in Rural Areas, to the lowest, responsive and responsible bidder Cazadoro Construction, Inc.;
2. Approves an Agreement with Cazadoro Construction for a term of one (1) year, in an amount not to exceed \$400,000, with the option to extend an additional year, for a total amount not to exceed \$800,000 in substantially the form attached as Attachment "C"; and
3. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2021/\*\***

October 12, 2021

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 12<sup>th</sup> day of October 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

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



**ATTACHMENT "B"**

**Bid Tabulation**  
**Composite Locking Manhole Frame & Covers in Rural**  
**Areas**  
**Bid No. 968-0914-21C**

**Cazadoro  
Construction, Inc.**

\$ 2,249.00  
Price/Unit  
to Install

**G.D. Nielson  
Construction, Inc.**

\$ 2,750.00  
Price/Unit  
to Install

**Marshall Brothers  
Enterprises, Inc.**

\$ 2,963.00  
Price/Unit  
to Install

## ATTACHMENT "C"

### CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Cazaduro Construction, Inc.**, a Corporation with its principal place of business at 1485 Bayshore Blvd, No. 201, San Francisco, CA 94124 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

#### 2. RECITALS.

##### 2.1 Contractor.

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

##### 2.2 Project.

City desires to engage Contractor to render such services for the **Composite Locking Manhole Frame & Covers in Rural Areas** project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **removal and replacement of manhole frame and covers in rural areas** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and

performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 The term of this Agreement shall be from **October 12, 2021 to June 30, 2022 with the option to extend an additional year**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

### **3.2 Responsibilities of Contractor.**

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

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Two Hundred Dollars (\$200.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated



and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

3.2.10.7 Water Quality.

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

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance

Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

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

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered

qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$400,000.00 for the first year, and if extended \$400,000.00 for the second year for a grand total not to exceed Eight Hundred Thousand Dollars (\$800,000.00) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

#### **3.3.5 California Labor Code Requirements**

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



labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

### **3.4 Termination of Agreement.**

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

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

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

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of

the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### **3.5 General Provisions.**

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

**Contractor:**

Cazadoro Construction, Inc.  
1485 Bayshore Blvd, No. 201  
San Francisco, CA 94124

**City:**

Public Works Department  
Attn: Carlos Zepeda  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**City:**

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

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

### **3.5.2 Indemnification.**

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above

indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

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

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

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

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

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

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

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise

specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

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

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



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

3.5.19 Wage Theft Prevention.

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

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND CAZADORO CONSTRUCTION, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **\*\*\*INSERT DAY\*\*\***  
day of **\*\*\*INSERT MONTH\*\*\***, **\*\*\*INSERT YEAR\*\*\***.

**CITY OF ANTIOCH**

*Approved By:*

\_\_\_\_\_  
Rowland E. Bernal Jr.  
City Manager

ATTEST:

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

**Cazadoro Construction, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## EXHIBIT "A"

### SCOPE OF SERVICES

## II. SPECIFICATIONS

### i. Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement or the regulating agency may result in delay, reduction, or discount at the contractor's expense. The judgement for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s. Any damages or fines placed upon the City of Antioch due to delays or poor performance by the contractor will be paid for by the contractor. Funds will be deducted from payment to the contractor.

### ii. Contractor Will Provide

Contractor to be capable of responding to requests by both email and cell phone. The contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 4:30 pm, except holidays and a safe and motivated crew capable of performing all work per specifications. Contractor is to keep the City informed of working locations daily, so that the City representative can inspect the work throughout the process. At least one crew member must speak English; Contractor shall provide all labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all California Manual on Uniform Traffic Control Devices specified traffic control standards. All work must in accordance with all state and local laws, codes, and specifications. Workers must wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicle numbers.

### iii. Scope Of Work

To provide a safe, motivated, and skilled crew capable of installing Composite Locking Manhole Frame & Covers located in rural areas in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, notification, traffic control and any other incidentals required to complete the work safely and efficiently. The contractor will be required to redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and communicate with City customers in a polite and courteous way at all times. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder. Scope of work to include but not limited to:

- Remove current manhole covers, including frames.
- All removed frames and covers to be returned to the Public Works Collections Division.
- Purchase Locking Manhole Frame & Covers per the following minimum specifications:
  - Paddle Lock, Bolt Down Lock or Registered Keys
  - Composite design with ability to pass 50,000lb load test
  - Stainless steel hardware
  - Ability to add fasteners for flow monitoring/leak detection devices
  - Watertight
  - Per City Specifications Manhole Frame Size to be 26 1/2" to 26 5/8" and Manhole Cover size to be 25 1/4" to 25 3/8"



- Install Composite Locking Manhole Frame & Covers per the basic guidelines:
    - Measure the diameter of the clear opening of the access hole
    - Clear away and remove any dirt grease or other debris from access hole
    - Lay a layer of the sealing product on top of the access hole
    - Install risers accordingly or as needed
    - Concrete or like kind material around outside edge after manhole frame installed.
    - Install cover and test for accuracy of placement and working lock mechanisms
  - Record location and date of final inspected installation
1. Posting / No Parking: It will be the contractor's responsibility to post any and all locations for "No Parking" a minimum of 48 hours in advance of work. The City will provide the "No Parking" signs to the contractor at no cost. All signs not used must be returned to the City at the end of the project.
  2. Traffic Control / Job Site Responsibility: Contractor to be fully responsible for all traffic control and safety of project areas until the project is fully complete. Contractor will abide by all CalTrans specified traffic control standards and submit a traffic control plan and gain approval prior to the start of work. Traffic control flaggers may be needed to complete some of the specified locations, the contractor must be prepared to provide this operation at no additional cost to the City.
  3. Striping/ Permanent Traffic Markings: Contractor to be fully responsible for all replacement traffic control markings and any markings that are damaged during the project. The contractor must replace the roadway markings with a like kind material. Paint must be replaced with paint and thermoplastic with thermoplastic etc.
  4. Schedule: Contractor to provide a detailed schedule of work 72 hours prior to starting. City to be updated and approve any and all changes prior to work starting.
  5. Safety Standards: Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations.
- iv. Hours of Operation  
The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.
  - v. Work Plan – Schedule  
The City of Antioch is requesting bids for the installation of Composite Locking Manholes in rural locations. Contractor to provide a bi-weekly schedule through the duration of the project.
  - vi. Contract Terms and Conditions  
This contract will be effective for 180 Calendar Days following a commencement of work. Liquidated damages will be applied if project is not completed within the allotted time frame.
  - vii. Bonds  
Payment bond will be required for the duration of the project.
  - viii. Equipment & Supplies

Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment shall be top quality and in good working order at all times. Contractor is required to supply enough equipment to complete the project on schedule.

ix. Invoicing

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location of each Composite Locking Manhole Installed. Any City approved changes must be listed on the invoice separately. All information is to be provided in email format and paper copy if directed to do so.

With each request for payment, also included shall be a list of work to be completed the next month. No payment will be made without a completed work schedule for the month, deficiencies noted and corrected and the work plan for the next month. All information is to be provided in an email format and paper copy if desired by City designee.

x. City Will Provide

Inspection – The City's representative will answer questions and inspect work for contract compliance

Locations of all Manholes to be replaced.

Disposal site will be provided to contractor within twelve miles of the work locations.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**At this time there is no Schedule of Services. Work to be performed during FY 21/22 and FY 22/23**

EXHIBIT "C"

COMPENSATION

OFFICIAL BID SUBMITTAL

PAGE 1 OF 3

INITIAL HERE BH

**III. BID SUBMITTAL WORK SHEET - BID NO. 968-0914-21C**

Your Company Name: CAZADORA CONSTRUCTION, INC.

Contact Name: BRYAN HOLM

Contact Phone: 415 500-1109

Contact Email: bholm@cazadora.com

**Installation Cost**

Work shall be completed within 180 Calendar Days. Price to include cost of removal, materials, and installation. **Bid will be awarded based on Price/Unit.**

Price/Unit	Estimated # of Manholes	Estimated Total Cost
\$ <u>2,249.00</u>	329	\$ <u>739,921.00</u>

Note: The estimated number of manholes is based off an estimate of 206 Sewer Manholes and 123 Storm Manholes. Maps will be provided during contract time. As per the Scope of Work all Frames and Covers are to follow City Specifications.

Please indicate which brand of Composite Locking Manhole Frame & Cover is intended to be used:

EJ GROUP, INC. (2600 DURO STREET)



## EXHIBIT "D"

### INSURANCE REQUIREMENTS

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

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

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

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

#### **Commercial General Liability (CGL):**

  X   Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### **Automobile Liability:**

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

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

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

**Professional Liability (Errors and Omissions):**

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

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

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

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

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

**Builder's Risk (Course of Construction):**

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

**Contractor's Pollution Legal Liability:**

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

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

### **Cyber Liability Insurance**

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

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

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

### **Surety Bonds:**

Contractor shall provide the following Surety Bonds:

\_\_\_\_ Bid Bond  
\_\_\_\_ Performance Bond  
X Payment Bond

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

### **Other Insurance Provisions:**

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

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

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

coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

\_\_\_ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

\_\_\_ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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



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

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

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

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

**Acceptability of Insurers:**

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

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

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

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

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


**Applicability of Coverage:**

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

## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager 

**APPROVED BY:** Ron Bernal, City Manager

**SUBJECT:** Abandoned Vehicle Abatement Fee Reauthorization and Election

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution extending the abandoned vehicle abatement program and associated fee subject to voter approval.

### **FISCAL IMPACT**

Estimated revenues of \$110,000 per year in the City's Abandoned Vehicle Special Revenue Fund.

### **DISCUSSION**

In 1991, Contra Costa County and the cities within the County created the Contra Costa County Abandoned Vehicle Abatement Service Authority (Authority). The purpose of creating the Authority was to collect revenue from the State to remove abandoned vehicles from the community. All cities within the County participate in the Authority and are represented by city staff. The County is represented by the County Department of Conservation and Development, which also provides administrative support to the Authority.

For the past 30 years, this partnership between the County and the cities has generated millions of dollars in revenue to remove abandoned vehicles from communities in Contra Costa County. In the fiscal year ending June 30, 2021, the Authority received approximately \$1.1 M and facilitated the removal of 1,472 abandoned vehicles within Contra Costa County. Among twenty public agencies, the City of Antioch receives the 3<sup>rd</sup> greatest allocation of revenues after Contra Costa County and the City of San Pablo.

Revenue received by the Authority from the State comes from a \$1 fee (Fee) collected for each vehicle, and an additional \$2 collected for certain commercial vehicles, registered in the County. State law requires this Fee be reauthorized at the local level every ten (10) years. Reauthorization requires approval by the County Board of Supervisors, by a two-thirds vote, and approval by a majority of the cities having a majority of the incorporated population within the county. The Fee is set to expire on April 30, 2022. This resolution would authorize the extension of the Fee until April 30, 2032.

**5G**

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Agenda Item #

The Fee also needs to be reauthorized by the voters of Contra Costa County. In 2010, the voters of California approved Proposition 26, which amended the definition of a “tax.” The Fee collected to fund the Authority’s activities is a special tax under Prop 26, and that extension of the Fee requires an election and approval by two-thirds of County voters. Therefore, this resolution would authorize the Authority to submit a ballot measure to the County for inclusion on the June 7, 2022 election ballot, which is the next available election date. The cost of the election will be paid for from the revenues of the Authority.

To date, at least seven (7) other counties have proposed similar tax measures for abandoned vehicle abatement programs. Five measures have passed (Amador, Butte, Calaveras, Humboldt, Mendocino), and two measures have failed (Fresno and San Benito) resulting in program termination. At least five counties have voluntarily terminated their programs (Orange, Napa, San Diego, San Mateo, Shasta). Several more counties are considering ballot measures during the current the 10-year reauthorization period. In the event a local measure to extend the Fee is not passed on the June 7, 2022 ballot, the Authority will cease to operate and will be discontinued.

## **ATTACHMENTS**

Resolution



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
EXTENDING THE ABANDONED VEHICLE ABATEMENT PROGRAM AND  
ASSOCIATED FEE SUBJECT TO VOTER APPROVAL**

**WHEREAS**, California Vehicle Code Sections 22710 and 9250.7 authorized the establishment of the Contra Costa County Abandoned Vehicle Abatement Service Authority (“Authority”), which was formed in 1991, and authorized the imposition of a fee on vehicles registered in Contra Costa County (“AVA Fee”);

**WHEREAS**, collected AVA Fees are used exclusively in the Contra Costa County Abandoned Vehicle Abatement Program (“Program”), to abate, remove, and dispose of any abandoned, wrecked, dismantled, or inoperative vehicles or vehicle parts as public nuisances, whether on public or private property, and to combat neighborhood blight and decay;

**WHEREAS**, California Vehicle Code Sections 22710 and 9250.7 allow an extension of the AVA Fee in increments of up to 10 years;

**WHEREAS**, California Vehicle Code Sections 22710 and 9250.7 require a county’s board of supervisors, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county, to adopt resolutions approving the extension of the AVA Fee;

**WHEREAS**, Proposition 26, adopted by the voters of California in 2010, defined “tax” in a manner resulting in the classification of the AVA Fee as a special tax subject to voter approval; and

**WHEREAS**, the current AVA Fee sunsets on April 30, 2022, and without an extension of the AVA Fee, the County and cities within the County will be unable to recover a significant portion of the costs of abating nuisance vehicles.

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

1. The City Council hereby extends the AVA Fee, and extends the authorization for the Authority to collect the AVA Fee, for a period of 10 years, subject to approval by the electors of the County.
2. The City Council hereby authorizes the Authority to order an election for Tuesday, June 7, 2022, and submit to the electors of Contra Costa County the question of whether the Program and AVA Fee, as authorized by Vehicle Code sections 9250.7 and 22710, shall be renewed for 10 years, as set forth more fully in the ballot measure below.

Measure \_\_. Extension of the Abandoned Vehicle Abatement Program.

Shall the measure extending the Contra Costa County Abandoned Vehicle Abatement Program and associated annual fee, at a rate of one dollar per vehicle registered in Contra Costa County and an additional two dollars for certain commercial vehicles registered in Contra Costa County, which is estimated to generate \$1,100,000 annually for removing and disposing of abandoned and wrecked vehicles, until April 30, 2032, be adopted?

3. Upon approval of the above measure by at least two-thirds of the registered voters voting on the measure, the Authority will be authorized to impose the AVA Fee.
4. The City Council hereby authorizes the Authority to take all administrative actions necessary in furtherance of ordering an election for the purpose of extending the Abandoned Vehicle Abatement Program and the AVA Fee.

**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 12th day of October 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

Resolution No. \_\_\_\_\_

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Vicky Lau, Assistant Engineer

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

**SUBJECT:** Resolution Authorizing the Acknowledgement and Consent of a Memorandum of Understanding for Roadway and Utility Improvement Reimbursement between KB Home North Bay, LLC., Richland Planned Communities, Inc. with Richland Developers, Inc., and Davidon Homes, LP.

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute an acknowledgement and consent to a Memorandum of Understanding (MOU) for Roadway and Utility Improvement reimbursement between the KB Home North Bay, LLC., Richland Planned Communities, Inc. with Richland Developers, Inc., and Davidon Homes, LP.

**FISCAL IMPACT**

There is no net fiscal impact from reimbursements and credits, as costs are to be borne by future developers.

**DISCUSSION**

On November 22, 2016, the City Council adopted Resolution No. 2016/124 approving a Reimbursement Agreement for Roadway and Utility Improvements for Davidon Homes (Attachment "D"). The developer, Davidon Homes, is responsible for the development of the 525 single-family unit residential subdivision, Park Ridge, and the installation of various utility and roadway improvements along Country Hills Drive and Laurel Road which shall benefit developments within the East Lone Tree Specific Plan area. The Reimbursement Agreement shall provide for a financing mechanism whereby future developments that benefit from the utility installs and roadway improvements, pay their fair share costs for reimbursement towards Davidon Homes.

On May 11, 2021, the City Council adopted Resolution No. 2021/83, approving an Amendment to the Reimbursement Agreement for Roadway and Utility Improvements for Davidon Homes (Attachment "E"). The Amendment further broke down percentages of

responsibility with future developments, including the Laurel Ranch project, for the design and construction of shared street, water main, sanitary sewer, and storm drain improvements.

The developers, Richland Planned Communities, Inc. with Richland Developers, Inc., who are responsible for the Laurel Ranch development, which consists of 180 single-family unit residential subdivision and a commercial project, has sold the residential portion of their project to KB Home North Bay, LLC. The sale to KB Home North Bay, LLC has been finalized as of August 27, 2021 and the project limits of the sale is depicted on Exhibit A of the Reimbursement Agreement (Attachment "B").

On September 21, 2021, a Memorandum of Understanding was established between KB Home North Bay, LLC., Richland Planned Communities, Inc. with Richland Developers, Inc., and Davidon Homes, LP (Attachment "C"). The Memorandum of Understanding states that that Richland Planned Communities, Inc. with Richland Developers, Inc. shall reimburse Davidon Homes in the mutually agreed amount of \$9,793,657 for its responsibility of shared improvements constructed within the East Lone Tree Specific Plan area, thus relieving the Laurel Ranch project and its subsequent owners/developers of its responsibility for construction and/or reimbursement for shared improvements. KB Home shall bear no responsibility of reimbursement for shared improvements after payment is made by Richland.

#### **ATTACHMENTS**

- A. Resolution
- B. Acknowledgement and Consent of the City of Antioch
- C. Memorandum of Understanding
- D. Reimbursement Agreement for Roadway and Utility Improvements for Davidon Homes
- E. Amendment to Reimbursement Agreement for Roadway and Utility Improvements for Davidon Homes

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE EXECUTION OF AN ACKNOWLEDGEMENT AND  
CONSENT OF A MEMORANDUM OF UNDERSTANDING FOR ROADWAY  
AND UTILITY IMPROVEMENT REIMBURSEMENT BETWEEN KB HOME  
NORTH BAY, LLC., RICHLAND PLANNED COMMUNITIES, INC. WITH  
RICHLAND DEVELOPERS, INC., AND DAVIDON HOMES, LP.**

**WHEREAS**, on November 22, 2016, the City Council adopted Resolution 2016/124 approving a Reimbursement Agreement for Roadway and Utility Improvements between the City of Antioch and Davidon Homes;

**WHEREAS**, on May 11, 2021, the City Council adopted Resolution 2016/124 approving an Amendment to the Reimbursement Agreement for Roadway and Utility Improvements between the City of Antioch and Davidon Homes;

**WHEREAS**, on September 21, 2021, a Memorandum of Understanding was reached between KB Home North Bay, LLC., Richland Planned Communities, Inc. with Richland Developers, Inc., and Davidon Homes, LP on the amount of reimbursement of \$9,793,657 to Davidon Homes, LP

**WHEREAS**, Richland Planned Communities, Inc. with Richland Developers, Inc., together as Richland, shall be responsible for reimbursing Davidon Homes, LP to fulfill the Laurel Ranch project's obligation of completion of shared improvements in the East Lone Tree Specific Plan area;

**WHEREAS**, the City of Antioch shall serve as a liaison to collect and distribute the reimbursement of \$7,093,657 to Davidon Homes, LP upon execution of the Acknowledgement and Consent and the remaining amount of \$2,700,000 shall be held by the City until further progression and completion of remaining improvements as approved by the City Engineer.



**RESOLUTION NO. 2021/\*\***

October 12, 2021

Page 2

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

- 1) Approves the Acknowledgement and Consent of the Memorandum of Understanding for Roadway and Utility Improvements reimbursement between KB Home North Bay, LLC., Richland Planned Communities, Inc. with Richland Developers, Inc., and Davidon Homes, LP.
- 2) Authorizes the City Manager to execute the Acknowledgement and Consent, 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 12<sup>th</sup> day of October 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



## ATTACHMENT "B"

### ACKNOWLEDGEMENT AND CONSENT OF THE CITY OF ANTIOCH

The City hereby acknowledges receipt of the Memorandum of Understanding Regarding Reimbursement for Roadway and Utility Improvements ("MOU"), dated September 21, 2021, by and between Richland Planned Communities, Inc., a California corporation, Richland Developers, Inc., a Delaware corporation, KB Home North Bay, LLC, a Delaware limited liability company, and Davidon Homes, a California limited partnership, and consents to the terms contained therein with respect to the payment of the Agreed Reimbursement Amount, as such term is defined in the MOU.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ron Bernal, City Manager



## ATTACHMENT "C"

### MEMORANDUM OF UNDERSTANDING REGARDING REIMBURSEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS

This MEMORANDUM OF UNDERSTANDING REGARDING REIMBURSEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS ("**Memorandum**") by and among **RICHLAND PLANNED COMMUNITIES, INC.**, a California corporation and **RICHLAND DEVELOPERS, INC.**, a Delaware corporation (collectively, "**Richland**"), **KB HOME NORTH BAY, LLC**, a Delaware limited liability company ("**KB Home**") and **DAVIDON HOMES**, a California limited partnership ("**Davidon**") (each a "**party**" and collectively the "**parties**") is entered into as of September 21, 2021, (the "**Effective Date**").

A. KB Home is the owner of real property located in the City of Antioch ("**City**") (the "**KB Home Property**") on which it is developing a single-family residential subdivision commonly known as the Laurel Ranch Residential Subdivision Project (the "**Project**").

B. KB Home acquired title to the KB Home Property from Richland and certain of its affiliates on August 27, 2021.

C. Davidon is the owner of real property located in the City on which it is developing the Park Ridge Subdivision Project. Under written agreements and conditions of approval relating to the Park Ridge Subdivision Project, Davidon is installing improvements to Laurel Road and Country Hills Drive and related infrastructure including storm drain lines, sanitary sewer mains, and water main improvements (all such improvements, "**Shared Improvements**" and all costs thereof, "**Shared Improvement Costs**").

D. Davidon and the City are parties to the Davidon Reimbursement Agreement, which provides that the City shall condition the approval of development of adjacent properties, including the KB Home Property and certain other property owned by Richland and its affiliates (the "**Remaining Richland Property**"), upon payment to the City of the amount representing that property's fair share of the Shared Improvement Costs and shall collect and remit such amounts to Davidon.

E. The City, Richland, KB Home and Davidon have agreed that the KB Home Property and Remaining Richland Property's share of the Shared Improvement Costs shall be \$9,793,657 ("**Agreed Reimbursement Amount**") and that payment of this amount to the City shall fully satisfy and extinguish any obligation of the KB Home Property and Remaining Richland Property for reimbursement of the Shared Improvement Costs.

F. Richland, KB Home, Davidon and City staff have negotiated and drafted an agreement entitled Reimbursement Agreement for Roadway and Utility Improvements ("**Reimbursement Agreement**"), providing for payment of the Agreed Reimbursement Amount by Richland to the City and remittance of the majority of the Agreed Reimbursement Amount to Davidon, with a holdback of \$2,700,000 ("**Holdback Funds**") to be released to Davidon once the Shared Improvements or, if applicable, element of the Shared Improvements are substantially complete as determined pursuant to Section 1.4 below and as set forth in the Reimbursement Agreement.

G. The parties wish, by this Memorandum, to confirm their consent to all of the terms set forth in the Reimbursement Agreement and their desire to obtain prompt approval of the Reimbursement Agreement by the City and to set forth agreements concerning implementation of the Reimbursement Agreement.

NOW, THEREFORE, in view of the foregoing recitals, which are fully incorporated into and made part of this Memorandum, and in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows.

**1.1 Full Support for Approval of the Reimbursement Amount.** The parties shall cooperate and use their collective best efforts to cause the Reimbursement Agreement to be fully negotiated, placed on the City Council agenda and approved at the earliest possible date and shall communicate to the City Council in writing their full support of the provisions of the Reimbursement Agreement and their mutual desire for its prompt approval.

**1.2 Anticipated Approval Date; Payment of Agreed Reimbursement Amount.** Based on the City Council's scheduled meeting dates and the lead time necessary to place items on the City Council agenda, the parties anticipate that Council approval of the Reimbursement Agreement will not occur until September 30, 2021. Notwithstanding the foregoing but, specifically, subject to Section 1.6, below, Richland and KB Home agree that they shall pay or cause to be paid the Agreed Reimbursement Amount to the City on or before September 30, 2021.

**1.3 Full Satisfaction and Release.** Davidon and the City agree that payment of the Agreed Reimbursement Amount by Richland for the KB Home Property and the Remaining Richland Property to the City shall fully satisfy and extinguish any obligation by either party to Davidon for reimbursement of the Shared Improvement Costs and that neither Richland nor KB Home shall thereafter be responsible or liable for any additional interest or other costs related to the Shared Improvements regardless of whether the actual cost of the Shared Improvements exceeds current estimates; provided, however, that all or any part of the Agreed Reimbursement Amount that is not paid to the City by September 30, 2021, shall bear interest at the U.S. Prime Rate plus 1% (but not to exceed 6%) from the date through the date of payment by Richland to the City.

**1.4 Holdback and Disbursement of Funds.** The parties agree that (a) the City shall remit to Davidon \$7,093,657 of the Agreed Reimbursement Amount (together with accrued interest, if any), as soon as reasonably possible following receipt of such funds by the City and upon final approval and full execution of the Reimbursement Agreement; (b) the City shall hold back \$2,700,000 pending substantial completion of the following elements of the Shared Improvements and shall release the following amounts of the Holdback Funds upon substantial completion of the corresponding elements:

- (a) \$1,450,000 upon substantial completion of paving;
- (b) \$600,000 upon substantial completion of landscaping; and
- (c) \$650,000 upon substantial completion of signalization.

As used herein, "substantial completion" means sufficiently complete in accordance with the approved plans that only minor corrective work remains (i.e., punch list items) with the remaining cost to complete not exceeding 10% of the total cost of the applicable element of Shared Improvements. Davidon shall notify in writing the City, Richland and KB Home upon substantial completion of each of the above elements. No later than ten (10) business days thereafter,

Richland and KB may provide written notice to Davidon and the City identifying any portion[s] of that element they believe are not substantially complete and listing the reasons therefor. If no such notice is timely provided, the City shall immediately release the Holdback Funds pertaining to that element. If such notice is timely provided, within five business days thereafter, the parties shall meet with the City to discuss and resolve, in good faith, the issues raised by the notice. At such meeting, the parties shall immediately determine what percentage of that element has been substantially completed, and the City shall immediately release that percentage of the Holdback Funds pertaining to that element. The parties shall also attempt to resolve any disagreements concerning the completeness of the remaining portion of that element. As to any matter on which the parties are unable agree, the City shall make the final determination at the meeting.

**1.5 Completion of Improvements; Self-Help Rights.** Davidon shall use commercially reasonable efforts to complete the Shared Improvements promptly and in no event later than April 1, 2022 (subject to delays, including City plan revisions and delays in inspections or approvals, beyond its reasonable control). If, notwithstanding such efforts, any part of the Shared Improvements as to which Richland and KB Home are responsible for paying the Agreed Reimbursement Amount is not completed by Davidon and accepted by the City by April 1, 2022, Davidon agrees that Richland or KB Home shall have the right, but not the obligation, to take over performance of some or all of those improvements and further agrees to cooperate in transferring supervisory responsibility for the work and providing approved plans and drawings reasonably necessary for completion of the remaining work. Davidon further agrees that if the amount of the Holdback Funds then held by the City is less than the amount of the out-of-pocket costs reasonably incurred by Richland or KB Home in completing the improvements, Davidon shall promptly and directly pay Richland or KB Home (as applicable) the difference between the remaining Holdback Funds and the out-of-pocket costs incurred in completing the work.

**1.6 Delay or Non-Approval of Reimbursement Agreement.** In the unlikely event that City Council approval of the Reimbursement Agreement is delayed beyond September 30, 2021, or the Reimbursement Agreement is not approved by the City Council, the parties agree to cooperate and work together in good faith either to obtain prompt City Council approval of an agreement with substantially identical terms or to enter into one or more agreements unilaterally, in both cases with the objective of preserving to the maximum extent possible, all of the rights and benefits enjoyed by each of the parties under the provisions of the Reimbursement Agreement and under this Memorandum.

**1.7 Counterparts.** This Memorandum 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

Memorandum may be executed by signatures transmitted by email, PDF or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals

**1.8 Interpretation.** This Memorandum is intended to be read and interpreted in conjunction with the Reimbursement Agreement. Subject to the foregoing, this Memorandum constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. In the event of an apparent inconsistency or conflict between the provisions of the Reimbursement Agreement and the provisions of this Memorandum, the parties shall use their best efforts to harmonize the provisions of the two agreements consistent with



their purpose and intent and in a manner that preserves, to the maximum extent possible, all material consideration to both parties. If, notwithstanding such efforts to harmonize the provisions of the two agreements, there remains an inconsistency or conflict between those provisions, the provisions of the Reimbursement Agreement shall control.

WHEREFORE, this Memorandum has been entered into by the parties as of the Effective Date.

**RICHLAND PLANNED COMMUNITIES, INC.,**  
a California corporation

By:   
\_\_\_\_\_  
Name and Title  
Mike Byers / Vice President

**KB HOME NORTH BAY, LLC,**  
a Delaware limited liability company

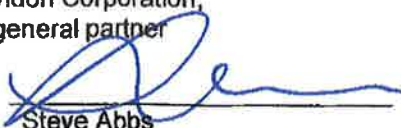
By:   
\_\_\_\_\_  
Name and Title  
Oren Hershkovich / Division President

**RICHLAND DEVELOPERS, INC.,**  
a Delaware corporation

By:   
\_\_\_\_\_  
Name and Title  
Mike Byers / Vice President

**DAVIDON HOMES,** a California limited partnership

By: Davidon Corporation,  
its general partner

By:   
\_\_\_\_\_  
Steve Abbs  
Vice-President, Land  
Acquisition and Development

## ATTACHMENT "D"

### REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS

This REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS ("**Agreement**") by and between the **CITY OF ANTIOCH**, a municipal corporation ("**City**") and **DAVIDON HOMES**, a California limited partnership ("**Davidon**") (each a "**Party**" and collectively the "**Parties**") is entered into as of November 22, 2016, (the "**Effective Date**").

A. Davidon is the owner of certain real property located in the City of Antioch, Contra Costa County (the "**Property**") which it is developing as a single-family residential subdivision, commonly known as the Park Ridge Subdivision Project, in accordance with the approvals described below (the "**Project**").

B. On May 28, 1996, the Antioch City Council ("**City Council**") adopted the East Lone Tree Specific Plan and associated Environmental Impact Report (EIR) to govern development within a 785-acre planning area ("**Specific Plan Area**") in the southeast portion of the City of Antioch. The Project is within the Specific Plan Area.

C. On July 16, 1998, the City Council adopted the East Lone Tree Financial Plan ("**Financial Plan**") to address the timing and method of payment for needed infrastructure within the Specific Plan Area.

D. On March 9, 2010, the Antioch City Council adopted Resolutions 2010/20 and 2010/21 adopting an addendum to the Environmental Impact Report and a Final Planned Development, Vesting Tentative Map and Use Permit for the Project, with Conditions of Approval.

E. On July 9, 2013, the City Council adopted Ordinance No. 20-69 CS approving a development agreement with Davidon for the Project ("**Development Agreement**").

F. The Development Agreement and/or Conditions of Approval provide that Davidon shall design and construct specified portions of Laurel Road and Country Hills Drive (depicted as Segments 1 through 4 on Exhibit A) (collectively "**Roadway Improvements**") and that the City will cooperate with Davidon to establish a financing mechanism or reimbursement agreement to provide for reimbursement to Davidon by the owners or developers of the properties adjacent to Laurel Road and Country Hills Drive ("**Adjacent Properties**"), which, as shown on Exhibit A, are Laurel Ranch Residential, Laurel Ranch Commercial and Delizia Ranch Commercial ("**Adjacent Property Owners**"). Some or all of the portions of the Roadway Improvements may be constructed by one or more Adjacent Property Owners depending upon the timing of development of those properties relative to the Project. Davidon and the Adjacent Property Owners are hereinafter collectively referred to as the "**Property Owners**."

G. The Conditions of Approval provide that Davidon shall install all infrastructure for the Project, which may involve oversizing to accommodate future development in the Specific Plan. The infrastructure to be installed by Davidon may include all or part of the storm drain lines ("**Storm Drain Improvements**"), sanitary sewer mains ("**Sanitary Sewer Improvements**") and water main improvements ("**Water Main Improvements**") shown on

Exhibit A (collectively “**Utility Improvements**”) depending upon the timing of development of the Project relative to that of the Adjacent Properties. The Conditions of Approval provide that Davidon may be reimbursed for some or all of the sewer mains and stormwater system installed in connection with the Project.

H. The City is authorized, under the Subdivision Map Act and other applicable law, to enter into a reimbursement agreement with a developer for that portion of the cost of public improvements, including an amount attributable to interest, in excess of the construction required for the development and to require owners of property benefitted by the public improvements to reimburse the developer for their fair share of the cost thereof as a condition of approval of development.

I. Davidon and the City desire to enter into this Agreement to establish the terms and conditions under which Davidon shall be reimbursed for the fair share of the costs of the Roadway Improvements and Utility Improvements to be borne by Adjacent Properties and/or under which Davidon shall pay its fair share of the cost of reimbursing other Adjacent Property Owners for portions of the Roadway Improvements or Utility Improvements installed by them.

J. The City has determined that a fair and equitable method of allocating the share of costs of the Roadway Improvements among the Property Owners is on a “lineal foot frontage” basis, determined by calculating the amount of frontage of each property on the improved roadway, as shown and described on Exhibit A (“**Lineal Front Footage**”). The Lineal Front Footage figures and related percentages shown on Exhibit A may be adjusted, as appropriate, by the City Engineer based on precise measurement of Lineal Front Footage for each of the properties following construction and acceptance of the Roadway Improvements (or portion thereof, as applicable).

K. The City has determined that a fair and equitable method of allocating the share of (1) the costs of the Storm Drain Improvements among the Property Owners is on the relative drainage area of each property (exclusive of open space areas) draining into the Storm Drain Improvements as shown and described on Exhibit A; (2) the cost of the Sanitary Sewer Improvements among the Property Owners is on ERU factors, as established under the Financial Plan, which reflects the number of equivalent units utilizing the Sanitary Sewer Improvements, as shown and described on Exhibit A; and (3) the cost of the Water Main Improvements among the Property Owners is on Lineal Front Footage, except with respect to the portion of the water main crossing under Highway 4, which was constructed by the City, for which the Property Owners shall reimburse the City based on ERU factors, as shown and described on Exhibit A.

L. On November 22, 2016, the City Council held a public hearing regarding approval and execution of this Agreement, of which written notice was provided by mail to the record owners of the Adjacent Properties as shown on the latest County Assessor’s secured real property assessment roll.

M. This Agreement is intended to be the agreement or mechanism referenced in the Development Agreement and/or Conditions of Approval for reimbursement of Davidon for the Roadway and Utility Improvements.

## **AGREEMENT**

NOW, THEREFORE, in view of the foregoing recitals and in consideration of the following terms, conditions and covenants, the parties agree as follows:

### **SECTION 1. DESIGN AND CONSTRUCTION OF ROADWAY AND UTILITY IMPROVEMENTS**

**1.1 Roadway Improvements.** Consistent with the Conditions of Approval, Davidon shall design and construct the portion of Laurel Road, including infrastructure and traffic signalization described in Section 1.2 below, from the northwestern boundary of the Property to the State Route 4 Bypass and shall design and construct the portion of Country Hills Drive from the northern terminus of the Sand Creek Ranch subdivision to Laurel Road, all as shown on Exhibit A. All Roadway Improvements shall be constructed pursuant to improvement plans approved and signed by the City Engineer ("**Approved Plans**"). The improvement plans for Laurel Road shall be submitted to and approved by the City Engineer prior to the recordation of the final map containing the 124th lot in the Project, and the improvement plans for Country Hills Drive shall be submitted to and approved by the City Engineer prior to issuance of the 271st building permit in the Project. Construction of Laurel Road shall commence prior to or upon the recordation of the final map containing the 124th lot in the Project, and construction of Country Hills Drive shall commence prior to or upon issuance of the 271st building permit in the Project.

#### **1.2 Roadway Improvement Specifications.**

(a) Roadway and Related Improvements. The Roadway Improvements shall be designed and constructed as specified in the Specific Plan and the Conditions of Approval and depicted on Exhibit A, and shall include the elements described below. The City Engineer may modify certain aspects of the design of the Roadway Improvements.

(b) Turn Lanes. The median island on Laurel Road shall include left turn pockets for both east- and west-bound traffic at all intersections. The length of storage and deceleration lanes shall be as specified in the Approved Plans.

(c) Signalization. Signalized intersections shall be designed and constructed at Laurel Road and Country Hills Drive and at Laurel Road and Treeline Way pursuant to the Approved Plans.

(d) Bicycle Paths. The improvement plans for Country Hills Drive shall include an 8' off-street bicycle path on the east side of the roadway and a 6' bicycle path on the west side of the roadway.

**1.3 Utility Improvements.** The Storm Drain Improvements, Sanitary Sewer Improvements and Water Main Improvements shall be designed and constructed as specified in the Specific Plan, as described and depicted on Exhibit A. The City Engineer may modify certain aspects of the design of the Utility Improvements. The segments of the Storm Drain Improvements, Sanitary Sewer Improvements and Water Main Improvements within Laurel Road and Country Hills Drive shall be installed by the developer constructing those roads (or segments thereof). The developer of property whose development needs the Storm Drain

Improvements, Sanitary Sewer Improvements or Water Main Improvements first shall install those improvements, including all offsite downstream improvements needed for the development.

**1.4 Consistency with Conditions of Approval** In the event that any provisions in paragraphs 1.1 through 1.3 are in conflict with the Conditions of Approval for the Project, it is the intent of the Parties that the Conditions of Approval shall apply.

**1.5 Improvement Costs.** The costs of the Roadway Improvements and Utility Improvements for which Davidon (or the Adjacent Property Owner installing such improvements) shall be entitled to reimbursement ("**Improvement Costs**") (less that party's fair share of such costs) shall consist of all costs of the design and construction thereof and all costs incidental to such design and construction including, without limitation, the following:

(a) Design, Engineering, Inspection and Environmental. All design, planning, engineering, environmental analysis and mitigation, and inspection services and costs, including all associated fees, charges and permits.

(b) Easements and Rights of Way. Cost of acquisition of easements and rights of way for roadway and associated infrastructure and utilities as they relate to the Roadway or Utility Improvements, including appraisal and title insurance costs and actual costs of acquisition.

(c) Construction Costs. The sum of all costs incurred for the construction of the Roadway or Utility Improvements in accordance with the Approved Plans including, without limitation, the direct costs of construction labor, materials, equipment, and services

(d) Overhead and Management. An amount equal to 8% of the direct cost of construction of the Roadway or Utility Improvements for overhead, construction management and supervision costs.

(e) Bonds and Insurance. The cost of premiums paid for insurance coverage and any surety bonds required for the Roadway or Utility Improvements.

(f) Interest. Interest at the lower of 6% or the Prime Rate of interest, as published in the Wall Street Journal, plus 1% from the date the Improvement Costs are incurred to the date of payment pursuant to Section 2, compounded quarterly.

## **SECTION 2. REIMBURSEMENT AND DEVELOPMENT CONDITIONS**

**2.1 Determination of Reimbursement.** Upon completion and acceptance of the Roadway or Utility Improvements (or portion thereof being constructed by Davidon or the Adjacent Property Owner), the City Engineer shall calculate the amount of reimbursement, including all Improvement Costs per Section 1.5, to which Davidon or the Adjacent Property Owner, as applicable, is entitled ("**Reimbursement Amount**") from other Property Owners for their fair share of the cost of such improvements, determined in accordance with Recitals J and/or K.

**2.2 Development Condition.** The City shall condition the approval of development of the Adjacent Properties by requiring the owner or developer thereof to pay to the City its fair



share of the Reimbursement Amount, plus the City's reasonable costs of administering the collection and disbursement of the Reimbursement Amount, prior to recordation of the first final map for such property. If a subdivision map is not required for development of the property, the City shall require payment of the Reimbursement Amount and any related City costs prior to issuance of the first permit or approval for development of such property.

**2.3 Remittance to Davidon.** The City shall remit to Davidon or the Adjacent Property Owner, as applicable, the Reimbursement Amount collected pursuant to Section 2.2 within thirty days of receipt thereof.

**2.4 Reimbursement for City Constructed Improvements.** As referenced in paragraph K. of the recitals, as an obligation of this agreement Davidon shall reimburse the City for its fair share cost of the portion of the water main crossing under Highway 4, which was constructed by the City. Calculation of the reimbursement amount shall be based on ERU factors, as shown and described on Exhibit A.

### **SECTION 3. MISCELLANEOUS**

**3.1 Defined Terms.** Unless the context indicates otherwise, the capitalized terms used in this Agreement shall have the meaning given them in this Agreement, and defined terms in the singular form include the plural and vice versa.

**3.2 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 this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

**3.3 Construction.** All references to this Agreement shall be deemed to refer to this Agreement as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Davidon, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

**3.4 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.

**3.5 No Agency, Joint Venture or Partnership.** The City and Davidon disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Davidon. 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 Davidon.

**3.6 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.

**3.7 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, (ii) delivery by messenger, express or air courier or similar courier, or (iii) transmittal by electronic mail (email) or electronically confirmed telecopy or facsimile, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

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

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

If to Davidon, to:                    Davidon Homes  
   Attention: Steve Abbs  
   1600 South Main Street, Suite 150  
   Walnut Creek, CA 94596  
   Telephone: (925) 945-8000  
   Facsimile: (925) 256-0140

With a mandatory  
copy to:                                Perkins Coie LLP  
   Attention: Geoffrey Robinson  
   505 Howard Street, 10th Fl.  
   San Francisco, CA 94111-4131  
   Telephone: (415) 344-7174  
   Facsimile: (415) 344-7050

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.


**3.8 Entire Agreement; Waiver.** 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 or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Davidon.

**3.9 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.

**3.10 Time of the Essence.** Time is of the essence of each and every obligation of the Parties under this Agreement.


WHEREFORE, this Agreement has been entered into by and between Davidon and the City as of the Effective Date.

**City of Antioch**, a municipal corporation

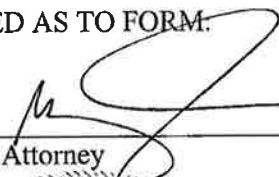
By:   
City Manager

**Davidon Homes**, a California limited partnership

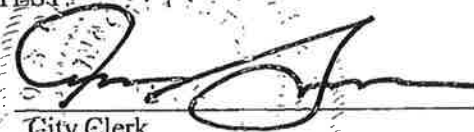
By: Davidon Corporation,  
its general partner

By:   
Name: Steve Abbs  
Its: Vice-President

APPROVED AS TO FORM:

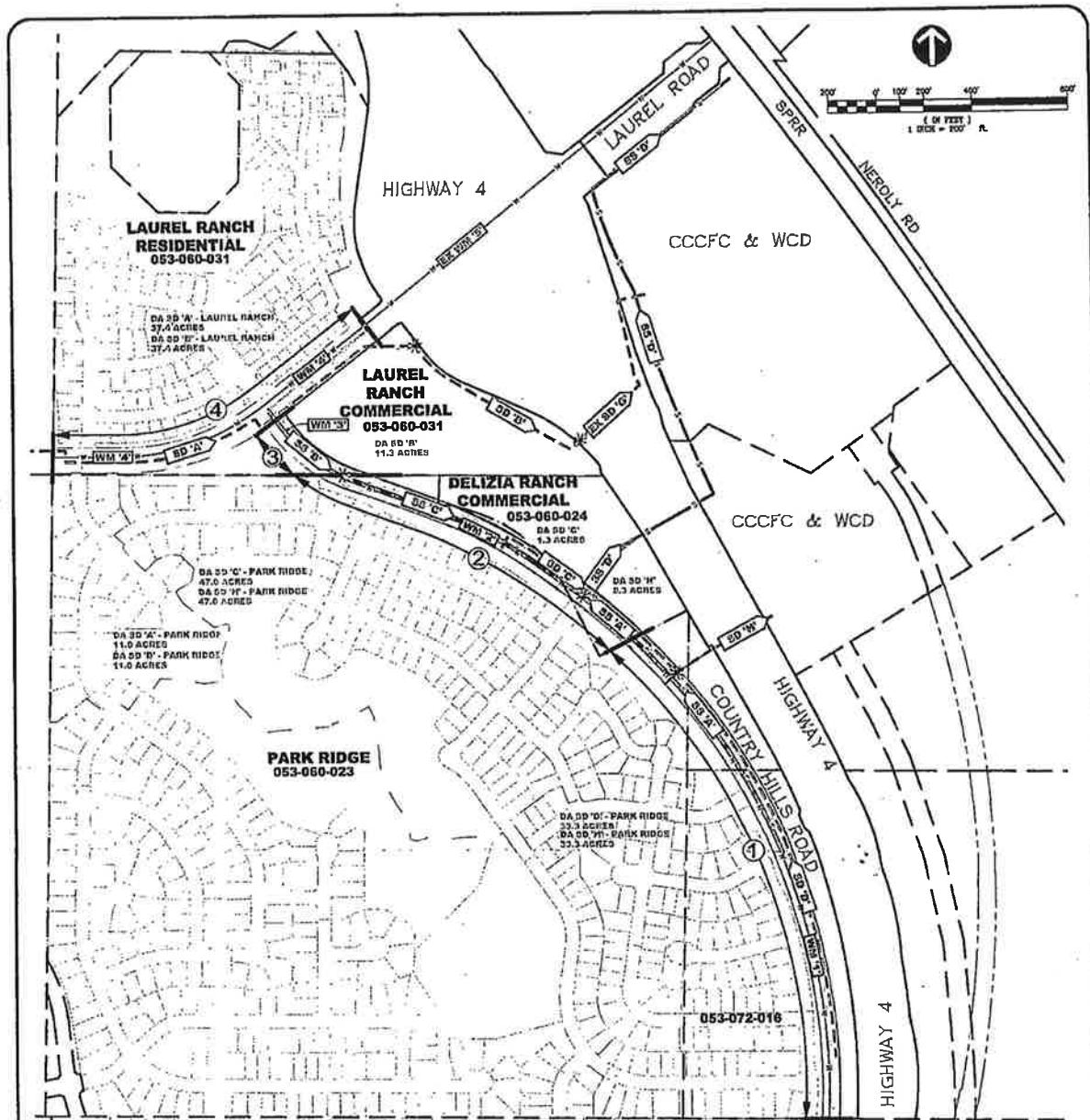
By:   
City Attorney

ATTEST:

By:   
City Clerk

**EXHIBIT A**

**LAUREL ROAD AND COUNTRY HILLS DRIVE --  
ROADWAY AND UTILITY EQUIVALENT RESPONSIBILITY**



PROPERTY	LAND USE	QUANTITY	ERU FACTOR <sup>1</sup>	ERU	SANITARY SEWER ERU	DRAINAGE AREA (ACRES)
LAUREL RANCH-VIM	RESIDENTIAL (RESIDENTIAL UNITS)	100	1	100	100	25.4
LAUREL RANCH/COMM-VIM	COMMUNITY RETAIL (ACRES)	5.9	0	60	60	9.9
PARK RIDGE-VIM	RESIDENTIAL (RESIDENTIAL UNITS)	325	1	325	189	64.0
DELIZIA RANCH LLC-BOUNDARY	COMMUNITY RETAIL (ACRES)	7.9	6	48	40	7.9

1. ERU FACTOR IS BASED ON THE EAST LONG BEACH FINANCIAL PLAN, ADOPTED DECEMBER 18, 1997.  
 2. ERU FOR SANITARY SEWER BASED ON NUMBER OF UNITS UTILIZING SEWER MAINS.  
 3. DRAINAGE AREA USED TO CALCULATE EQUIVALENT RESPONSIBILITY FOR STORM DRAINS. DRAINAGE AREA EXCLUDES OPEN SPACE AREAS IN THE SUBDIVISIONS.

STREET IMPROVEMENTS					TOTAL FRONTAGE LENGTH (LF)
SECTION	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	
①	OK	OK	100%	OK	4,410
②	OK	OK	50%	50%	2,600
③	50%	50%	OK	OK	730
④	71%	20%	OK	OK	2,080

1. STREET IMPROVEMENTS BASED ON ACTUAL FRONTAGE FOR EACH PROPERTY ALONG PORTION OF ROAD.

WATER MAIN IMPROVEMENTS					TOTAL PIPE LENGTH (LF)
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	
WM 1"	OK	OK	100%	OK	2,305
WM 2"	OK	OK	50%	50%	1,400
WM 3"	50%	50%	OK	OK	365
WM 4"	71%	20%	OK	OK	1,480

1. WATER MAIN IMPROVEMENTS BASED ON ACTUAL PROPERTY FRONTAGE ALONG THE ROADWAYS ENCOMPASSING THE WATER MAIN.

STORM DRAIN IMPROVEMENTS					TOTAL PIPE LENGTH (LF)
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	
SD 1"	77.3%	OK	32.7%	OK	1,870
SD 2"	62.6%	16.9%	16.4%	OK	840
SD 3"	OK	OK	97.3%	3.7%	955
SD 7"	OK	OK	100%	OK	1,745
SD 7"	OK	66.3%	OK	11.7%	170

SANITARY SEWER IMPROVEMENTS					TOTAL PIPE LENGTH (LF)
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	
SS 1"	OK	OK	100%	OK	1,300
SS 2"	75.0%	25.0%	OK	OK	420
SS 3"	62.5%	20.0%	OK	10.7%	1,125
SS 5"	31.2%	10.4%	50.0%	8.4%	2,775

EXISTING WATER MAIN IMPROVEMENTS					TOTAL COST
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	
EX WM 3"	22.1%	7.4%	64.6%	5.8%	\$306,000

1. RESPONSIBILITY PERCENTAGES ARE BASED ON TOTAL ERU'S FOR THE PROPERTIES WEST OF HIGHWAY 4.

#### LEGEND

- LAUREL RANCH STREET IMPROVEMENTS RESPONSIBILITY  
 LAUREL RANCH COMMERCIAL STREET IMPROVEMENTS RESPONSIBILITY  
 PARK RIDGE STREET IMPROVEMENTS RESPONSIBILITY  
 DELIZIA RANCH STREET IMPROVEMENTS RESPONSIBILITY  
 SANITARY SEWER  
 STORM DRAIN  
 WATER MAIN  
 EXISTING WATER MAIN  
 LINE SECTION CHANGE  
 DRAINAGE AREA BOUNDARY

## LAUREL ROAD & COUNTRY HILLS ROAD ROADWAY & UTILITY EQUIVALENT RESPONSIBILITY EXHIBIT

SCALE: 1"=200'  
 NOVEMBER 10, 2016



**GR CONSULTING**  
 PLANNING • ENGINEERING • CONSTRUCTION  
 101 BAY AVENUE, SUITE 100, REDWOOD CITY, CALIFORNIA 94063, (650) 800-0000



## ATTACHMENT "E"

### AMENDMENT TO REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS

This AMENDMENT TO REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS ("**Amendment**") by and between the **CITY OF ANTIOCH**, a municipal corporation ("**City**") and **DAVIDON HOMES**, a California limited partnership ("**Davidon**") (each a "**Party**" and collectively the "**Parties**") is entered into as of MAY 11, 2021, (the "**Effective Date**").

A. On November 22, 2016, Davidon and the City entered into that certain Reimbursement Agreement for Roadway and Utility Improvements ("**Reimbursement Agreement**"), which sets forth the terms and conditions under which Davidon will be reimbursed for the fair share of the costs of certain described roadway and utility improvements by adjacent property owners and/or under which Davidon will reimburse adjacent property owners for the cost of portions of the improvements installed by them. In addition to the roadways ("**Roadway Improvements**"), the infrastructure to be installed includes storm drain lines ("**Storm Drain Improvements**"), sanitary sewer mains ("**Sanitary Sewer Improvements**") and water main improvements ("**Water Main Improvements**") (collectively "**Utility Improvements**"). The Roadway Improvements and Utility Improvements ("**Roadway and Utility Improvements**") are shown on Exhibit A to the Reimbursement Agreement.

B. The Reimbursement Agreement contains the cost allocation methodologies used to allocate the costs of the Roadway and Utility Improvements among the property owners ("**Cost Allocation Methodologies**"), which are (1) for Roadway Improvements, by lineal foot frontage (determined by calculating the amount of frontage of each property on the improved roadway); (2) for Storm Drain Improvements, according to the relative drainage area of each property (exclusive of open space areas) draining into the Storm Drain Improvements; (3) for Sanitary Sewer Improvements, by ERU factors, as established under the East Lone Tree Financial Plan, which reflects the number of equivalent units utilizing the Sanitary Sewer Improvements; and (4) for Water Main Improvements, by lineal front footage, with the exception of the portion of the water main crossing under Highway 4, which was constructed by the City, for which the property owners shall reimburse the City based on ERU factors.

C. The Reimbursement Agreement provides that the City Engineer may modify certain aspects of the design of the Roadway and Utility Improvements.

D. As a result of design changes to the Roadway Improvements and the Utility Improvements approved by the City Engineer, the relative share of the costs of these improvements (for example, the lineal front footages) has changed. The revised calculations reflecting the relative share of costs among the property owners pursuant to the Cost Allocation Methodologies are shown on Attachment A to this Amendment.

E. The parties wish to amend the Reimbursement Agreement to reflect the design changes and the revisions in the allocations of cost pursuant to the Cost Allocation Methodologies as reflected on Attachment A.

## AGREEMENT

NOW, THEREFORE, in view of the foregoing recitals, which are fully incorporated into and made part of this Amendment, and in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

**1.1 Attachment A Substituted.** Attachment A to this Amendment is substituted for Exhibit A to the Reimbursement Agreement.

**1.2 Counterparts.** This Amendment 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 Amendment 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.

**1.3 Other Provisions Unchanged.** Except as expressly modified by this Amendment, all provisions of the Reimbursement Agreement are and shall remain in full force and effect.

WHEREFORE, this Amendment has been entered into by and between Davidon and the City as of the Effective Date.

**City of Antioch**, a municipal corporation


By:   
Rowland E. Bernal, City Manager

**Davidon Homes**, a California limited partnership

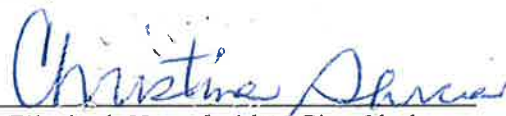
By: Davidon Corporation,  
its general partner

By:   
Name: Steve Abbs  
Its: Vice-President, Land Acquisition  
and Development

APPROVED AS TO FORM:

By:   
Thomas Lloyd Smith, City Attorney

ATTEST:

By:   
Elizabeth Householder, City Clerk

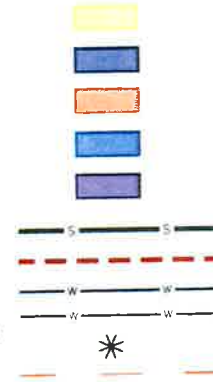
**ATTACHMENT A**

**LAUREL ROAD AND COUNTRY HILLS DRIVE --  
ROADWAY AND UTILITY IMPROVEMENTS EQUIVALENT RESPONSIBILITY**



### LEGEND

- LAUREL RANCH STREET IMPROVEMENTS RESPONSIBILITY
- LAUREL RANCH COMMERCIAL IMPROVEMENTS RESPONSIBILITY
- LAUREL RANCH SOUTH IMPROVEMENTS RESPONSIBILITY
- PARK RIDGE STREET IMPROVEMENTS RESPONSIBILITY
- DELIZIA RANCH STREET IMPROVEMENTS RESPONSIBILITY
- SANITARY SEWER
- STORM DRAIN
- WATER MAIN
- EXISTING WATER MAIN
- LINE SECTION CHANGE
- DRAINAGE AREA BOUNDARY



### LAUREL RANCH RESIDENTIAL 053-060-031

DA SD 'B' - LAUREL RANCH  
13.4 ACRES  
DA SD 'A1' - LAUREL RANCH FRONTAGE  
1.1 ACRES  
DA SD 'A2' - LAUREL RANCH FRONTAGE  
0.7 ACRES  
DA SD 'A3' - LAUREL RANCH  
23.6 ACRES

### LAUREL RANCH COMMERCIAL 053-060-031

DA SD 'B' - LAUREL RANCH COMMERCIAL  
10.2 ACRES  
DA SD 'A2' - LAUREL RANCH FRONTAGE  
1.1 ACRES

### LAUREL RANCH SOUTH

DA SD 'A3' - LAUREL RANCH SOUTH  
1.3 ACRES  
DA SD 'A1' - LAUREL RANCH SOUTH FRONTAGE  
0.7 ACRES  
DA SD 'A2' - LAUREL RANCH SOUTH FRONTAGE  
0.5 ACRES

### PARK RIDGE 053-060-023

DA SD 'A1' - PARK RIDGE  
11.1 ACRES

### PARK RIDGE 053-060-023

### PARK RIDGE

DA SD 'A3' - PARK RIDGE  
3.0 ACRES  
DA SD 'C1' - PARK RIDGE  
37.5 ACRES  
DA SD 'C2' - PARK RIDGE  
6.7 ACRES

### DELIZIA RANCH COMMERCIAL 053-060-024

DA SD 'B1' -  
7.7 ACRES

### DELIZIA RANCH FRONTAGE

DA SD 'C1' -  
0.7 ACRES  
DA SD 'C2' -  
0.7 ACRES

### PARK RIDGE 053-060-023

DA SD 'D' - PARK RIDGE  
34.5 ACRES

HIGHWAY 4

CCCFC & WC

CCCFC & WCD

COUNTRY HILLS  
HIGHWAY 4

LAUREL ROAD



STORM DRAIN IMPROVEMENTS							
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	LAUREL RANCH SOUTH	PARK RIDGE	DELIZIA RANCH	HIDDEN GLEN <sup>1</sup>	TOTAL PIPE LENGTH (LF)
SD 'A1'	1.9%	0%	1.2%	19.4%	0%	77.5%	1,595
SD 'A2'	30.4%	47.8%	21.8%	0%	0%	0%	69
SD 'A3'	29.0%	0%	2.4%	16.6%	0%	52.0%	1,176
SD 'B'	56.8%	43.2%	0%	0%	0%	0%	1,561
SD 'B1'	42.8%	32.6%	0%	0%	24.6%	0%	543
SD 'C1'	20.0%	0%	1.6%	41.9%	0.6%	35.9%	450
SD 'C2'	18.9%	0%	1.5%	44.6%	1.1%	33.9%	757
SD 'D'	0%	0%	0%	100%	0%	0%	1,726
SD 'E'	15.2%	0%	1.2%	55.5%	0.9%	27.2%	287
SD 'H'	19.7%	5.3%	1.0%	46.5%	4.7%	22.8%	518

1. CUMULATIVE STORM DRAIN IMPROVEMENT RESPONSIBILITY FOR HIDDEN GLEN SHALL BE BASED ON ACTUAL PROPERTY FRONTAGE OF LAUREL ROAD.

PROPERTY	LAND USE	QUANTITY	ERU FACTOR <sup>1</sup>	ERU	SANITARY <sup>2</sup> SEWER ERU	DRAINAGE <sup>3</sup> AREA (ACRES)
LAUREL RANCH-VTM	RESIDENTIAL (RESIDENTIAL UNITS)	180	1	180	180	38.1
LAUREL RANCH/BIXBY-VTM	COMMUNITY RETAIL (ACRES)	9.9	6	60	60	10.2
LAUREL RANCH SOUTH	COMMUNITY RETAIL (ACRES)	2.5	6	15	15	2.0
PARK RIDGE-VTM	RESIDENTIAL (RESIDENTIAL UNITS)	525	1	525	189	90.3
DELIZIA RANCH LLC-BOUNDARY	COMMUNITY RETAIL (ACRES)	7.9	6	48	48	9.1

1. ERU FACTOR IS BASED ON THE EAST LONE TREE FINANCIAL PLAN, ADOPTED DECEMBER 16, 1997.

2. ERU FOR SANITARY SEWER BASED ON NUMBER OF UNITS UTILIZING SEWER MAINS.

3. DRAINAGE AREA USED TO CALCULATE EQUIVALENT RESPONSIBILITY FOR STORM DRAINS. DRAINAGE AREA EXCLUDES OPEN SPACE AREAS IN THE SUBDIVISIONS.

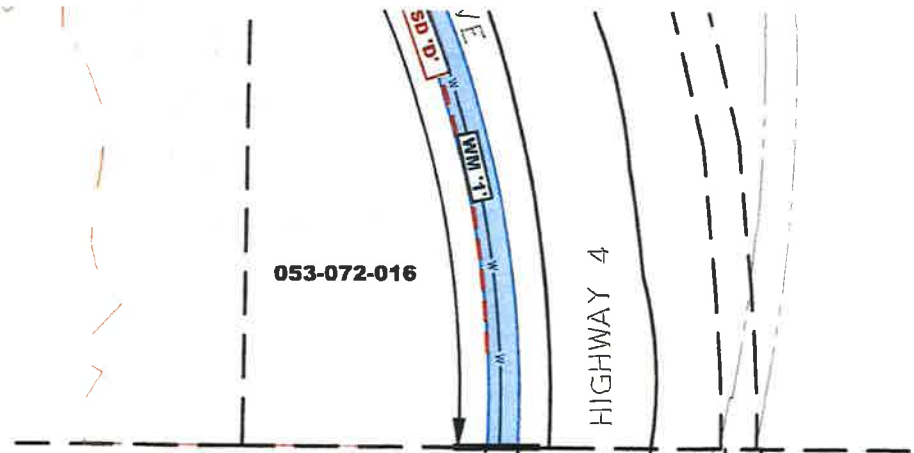
STREET IMPROVEMENTS						
SECTION	LAUREL RANCH	LAUREL RANCH COMMERCIAL	LAUREL RANCH SOUTH	PARK RIDGE	DELIZIA RANCH	TOTAL FRONTAGE LENGTH (LF)
①	0%	0%	0%	100%	0%	4,410
②	0%	0%	0%	50%	50%	2,800
③	0%	50%	50%	0%	0%	730
④	49%	18%	24%	9%	0%	2,960

1. STREET IMPROVEMENTS & ASSOCIATED GRADING IS BASED ON ACTUAL FRONTAGE FOR EACH PROPERTY ALONG PORTION OF ROAD.

WATER MAIN IMPROVEMENTS						
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	LAUREL RANCH SOUTH	PARK RIDGE	DELIZIA RANCH	TOTAL PIPE LENGTH (LF)
WM '1'	0%	0%	0%	100%	0%	2,360
WM '2'	0%	0%	0%	50%	50%	1,520
WM '3'	0%	50%	50%	0%	0%	541
WM '4'	49%	18%	24%	9%	0%	1,871

1. WATER MAIN IMPROVEMENTS BASED ON ACTUAL PROPERTY FRONTAGE ALONG THE ROADWAYS ENCOMPASSING THE WATER MAIN.

SANITARY SEWER IMPROVEMENTS						
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	LAUREL RANCH SOUTH	PARK RIDGE	DELIZIA RANCH	TOTAL PIPE LENGTH (LF)
SS 'A'	0%	0%	0%	100%	0%	1,490
SS 'B'	70.6%	23.5%	5.9%	0%	0%	421
SS 'C'	59.4%	19.8%	5.0%	0%	15.8%	1,296
SS 'D'	35.6%	12.2%	3.0%	38.4%	9.8%	2,785



EXISTING WATER MAIN IMPROVEMENTS						
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	LAUREL RANCH SOUTH	PARK RIDGE	DELIZIA RANCH	TOTAL COST
EX WM '5'	21.7%	7.3%	1.8%	63.4%	5.8%	\$300,000

1. RESPONSIBILITY PERCENTAGES ARE BASED ON TOTAL ERU'S, FOR THE PROPERTIES WEST OF HIGHWAY 4.

# LAUREL ROAD & COUNTRY HILLS DRIVE ROADWAY & UTILITY EQUIVALENT RESPONSIBILITY EXHIBIT REVISED

SCALE: 1"=200'

12/09/2016

REV March 2, 2021



1831 SAN MIGUEL DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596 (925) 933-6888



**CALIFORNIA 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 May 10, 2021 before me, Caitlin E. Santiago, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Steve Abbs  
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 Caitlin E. Santiago  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

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

**SUBJECT:** Introduction of an Ordinance Amending §9-5.2507 of the Antioch Municipal Code Regarding Rules of Procedure for the Timing of Recommendations by the Planning Commission

---

**RECOMMENDED ACTION**

It is recommended that the City Council introduce by title only and waive the first reading of an ordinance amending Antioch Municipal Code §9-5.2507 regarding rules of procedure for the timing of recommendations by the Planning Commission.

**FISCAL IMPACT**

There is no projected fiscal impact for the City.

**DISCUSSION**

State law grants the discretion to a city council to form, or not to form, a planning commission. (Government Code §65100.) If a city council exercises its discretion to create a planning commission, the city council may establish rules, procedures, or standards for the planning commission, as long as not conflicting with state or federal law. (Government Code §65102.)

State law requires that, even if a city council creates a planning commission, the city council is the final decision-maker on a variety of land use issues, such as the adoption of general plan amendments, zoning ordinances, and development agreements. (See e.g., Government Code §§65350 *et seq.*, 65800 *et seq.*, and 65864 *et seq.*) For matters which are under consideration by a planning commission and which will be ultimately decided by the city council, state law recognizes that such matters should be reviewed by a planning commission in a timely manner and forwarded to the city council for review and final action. (See e.g., Government Code §65853.)

Timely review and processing of land use matters is important to the City's ability to attract new and expanded commercial, industrial, and residential development key to the City's viability. Unreasonable delay may result in projects, beneficial to the City's residents and businesses going to neighboring cities.

The proposed ordinance, attached hereto as Exhibit A, amends Antioch Municipal Code §9-5.2507 to grant the Planning Commission up to sixty days in which to make a

written recommendation to the City Council on any properly noticed and agendized agenda item before the Planning Commission where the City Council, and not the Planning Commission, is the final decision-maker. If the Planning Commission does not take action on the agenda item resulting in a written recommendation to the City Council within the sixty-day period, the proposed ordinance specifies that the Planning Commission's written recommendation shall be deemed as "refer to the City Council for review and possible action." Any findings or other information required by state law of the Antioch Municipal Code to be included in the referral to the City Council shall be incorporated from the staff report for the Planning Commission which accompanied the agenda item. For those matters initiated by a project applicant, the project applicant can request more time in addition to the sixty days.

The proposed ordinance would also apply to any matter for which the initial hearing had already been held before the Planning Commission prior to the ordinance's effective date, with the 60 days beginning upon the effective date of the ordinance.

**ATTACHMENT**

A. Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING SECTION 9-5.2507 OF CHAPTER 5 OF TITLE 9 OF THE ANTIOCH  
MUNICIPAL CODE REGARDING RULES OF PROCEDURE FOR THE TIMING OF  
RECOMMENDATIONS BY THE PLANNING COMMISSION**

**WHEREAS**, State law grants the discretion to a city council to form, or not to form, a planning commission (Government Code §65100);

**WHEREAS**, the City Council may establish rules, procedures, or standards for the Planning Commission, provided they do not conflict with state or federal law (Government Code §65102);

**WHEREAS**, State law requires that, even if a city council creates a planning commission, the city council is the final decision-maker on a variety of land use issues, such as the adoption of general plan amendments, zoning ordinances, and development agreements. (See e.g., Government Code §§65350 *et seq.*, 65800 *et seq.*, and 65864 *et seq.*);

**WHEREAS**, State law recognizes that matters under consideration by a planning commission that will ultimately be decided by a city council should **be** reviewed by the planning commission in a timely manner and forwarded to the city council for review and final action (See e.g., Government Code §65853.);

**WHEREAS**, the City Council of the City of Antioch finds that timely review and processing of land use matters, such as general plan amendments, zoning code ordinances, and development agreements, are important and beneficial to the businesses and residents of the City as well as project applicants; and

**WHEREAS**, the City Council of the City of Antioch recognizes the important role of the Planning Commission as an advisory body to the City Council.

The City Council of the City of Antioch does hereby ordain as follows:

**SECTION 1. Recitals.** The above recitals are incorporated as though set forth in this section.

**SECTION 2. Amendment.** Section 9-5.2507 of the Antioch Municipal Code is hereby amended to read as follows:

**§9-5.2507 RULES OF PROCEDURE: QUORUM AND 60-DAY DEADLINE FOR  
PLANNING COMMISSION RECOMMENDATION ON CERTAIN AGENDA ITEMS**

(A) The rules of procedure pertaining to the City Council set forth in §§2-1.104 through 2-1.108 of Title 2 of this code shall also apply to the Planning Commission; however, a quorum of the Planning Commission shall be four or more members.

(B) Notwithstanding the above or any other provision of this code, the Planning Commission shall be deemed to have made a written recommendation of “refer to the City Council for review and possible action” on any agenda item to which all of the following applies:

(1) The Planning Commission’s role is to make a recommendation to the City Council;

(2) The agenda item has been properly noticed and agendized;

(3) At least sixty (60) days has passed since the initial public hearing date on the agenda item or if the initial public hearing date on the agenda item was prior to the effective date of this ordinance, then at least sixty (60) days has passed since the effective date of this ordinance;

(4) A written request to City staff or the Planning Commission for an extension of time has not been made by an applicant, such as a developer, whose matter is the subject of the Planning Commission’s public hearing; and

(5) The Planning Commission has not yet taken formal action to provide a written recommendation to the City Council relating to the agenda item.

Any findings or other information required by state law or this code regarding the agenda item shall be incorporated from the staff report accompanying the agenda item when the agenda item is forwarded to the City Council.

**SECTION 3. CEQA.** The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Here, where it can be determined that the proposed project or action will not have the potential of causing a significant effect on the environment, the project or action is not subject to CEQA.

**SECTION 4. Severability.** If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

**SECTION 5. Publication; Effective Date.**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*



I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the \_\_\_\_ of October, 2021, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_ day of October, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Elizabeth Householder**  
**City Clerk of the City of Antioch**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 12, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Ruthann G. Ziegler, Special Counsel  
Kwame Reed, Economic Development Director

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

**SUBJECT:** Proposed Amendment to the Antioch Municipal Code Sections 9-5.203, 9-5.3801, 9-5.3845, and the Downtown Specific Plan, relating to Cannabis Businesses, by Allowing Cannabis Businesses in Additional Areas, Modifying the Definition of Sensitive Uses, and Setting Distance Requirements Relating to Cannabis Businesses

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**RECOMMENDED ACTION**

It is recommended that the City Council introduce, waive the first reading, and read by title only:

1. The proposed ordinance in Attachment (A or B) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses
2. Subject to the following amendments (if City Council wishes to make any amendments) . . .

**FISCAL IMPACT**

The proposed action will not have a negative effect on the City budget and may generate increased revenue by providing more options for cannabis businesses in additional locations where commercial or similar businesses are already allowed by the City.

**DISCUSSION**

**A. Planning Commission**

**1. August 4, 2021 Planning Commission meeting**

The Planning Commission considered staff's recommendations to add five additional areas within the City where cannabis businesses would be allowed, to modify the definition of sensitive uses to match state standards, and to establish locational restrictions in each of the areas between retail cannabis businesses and between a cannabis business and a sensitive use.

Staff's recommendations were consistent with the direction of the Cannabis Subcommittee.

The Planning Commission directed staff to bring back a revised ordinance with fewer new areas for cannabis businesses and to provide additional background information, including the cannabis policies of neighboring jurisdictions. The Planning Commission expressed an interest in reviewing the additional areas which staff recommended for cannabis businesses. Therefore, staff will bring those additional areas, presented to the Planning Commission at its August 4 meeting, and not included in the September 15 staff report, to the Planning Commission at a future meeting.

## **2. September 15, 2021 Planning Commission meeting**

Staff's recommendation to the Planning Commission at its September 15 meeting included two new areas for cannabis businesses, plus renaming the existing "green zone." Staff's recommendation also modified the buffers between retail cannabis businesses and between a cannabis business and a "sensitive use." The Planning Commission's recommended action expanded those buffers and broadened the categories of "sensitive uses."

Included as Attachment B is the September 15, 2021 staff report and related attachments provided to the Planning Commission. The original ordinance drafted by staff and presented to the Planning Commission on September 15 is Exhibit 1 to Attachment A of the Planning Commission materials.

### **B. Proposed Ordinance**

The proposed ordinance would make the following changes:

- AMC §9-5.203: Narrowing the existing definition of "cannabis retail" to apply to retail operations only. The ordinance also includes the definition of "sensitive use" both to reflect the Planning Commission's recommendations, the existing ordinance, and state law.
- AMC §9-5.3801: The ordinance renames the existing Cannabis Business (CB) district and adds two additional areas within the City where a Cannabis Business may be located.
- AMC §9-5.3845: The ordinance specifies which types of cannabis businesses would be allowed in each separate Cannabis Business district, and the related amendment of the Downtown Specific Plan to include "cannabis retail" as an allowed use.
- AMC §9-5.3845: The ordinance reflects existing City policy that an applicant for a cannabis business reimburse the City for processing fees and costs.

These changes are detailed below.

#### **1. Adding new areas for cannabis businesses**

Antioch Municipal Code §9.5-3801 designates a single type of cannabis business district, identified as CB. This has sometimes been referred to as the “green zone.” The City’s existing ordinance allows all types of cannabis businesses to be located within this CB district.

The proposed ordinance identifies three categories of CB districts, each covering a different geographical area within the City. Each of these areas already allows commercial or similar uses. The areas are:

**CB 1** The area designated as the Cannabis Business Overlay District prior to August 1, 2021.

CB 1 allows the broadest range of cannabis businesses.

**CB 2** Downtown Antioch: The area designated as Mixed Use within the Downtown Specific Plan.

CB 2 allows storefront retail only.<sup>1</sup>

**CB 3** Somersville District: The area bounded by Buchanan Rd., Delta Fair Blvd., and Fairview Drive.

CB 3 allows storefront retail only.

It is important to note that the proposed changes are overlay districts, not changes to the underlying zoning in any of the affected areas. The proposed ordinance merely allows additional types of retail in areas already zoned for retail. No changes in traffic patterns, whether from customers, employees, or suppliers, are anticipated.

## **2. Defining Sensitive Use**

State law requires a buffer between cannabis businesses and certain use (“sensitive uses”). State law defines sensitive uses as:

- A school providing instruction in kindergarten or any grades 1 through 12
- A day care center, defined as a child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school age child care centers, and includes child care centers licensed pursuant to Health & Safety Code §1596.951.
- A youth center, defined as any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Antioch Municipal Code §9-5.3845 requires a buffer for four categories of uses:

- (1) Any private or public school serving students grade kindergarten through high school;
- (2) Any public park owned or operated by the City;

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<sup>1</sup> “Storefront retail” is a Type 10 license and allows the storefront to deliver cannabis to individual customers.

- (3) Any property occupied by a residential land use or with a residential or general plan land use designation or zoning designation; and
- (4) A childcare center, as defined by this municipal code

The Planning Commission's recommendation expanded the definition of sensitive uses to also include:

- Public libraries
- Drug treatment centers
- Religious institutions
- Community centers owned or operated by the City
- Youth sports facilities

### **3. Determining the separation requirement or buffer for different types of cannabis businesses and sensitive uses**

Antioch Municipal Code §9-5.3845 establishes a 600-foot buffer or separation requirement between cannabis businesses and sensitive uses. Existing City regulations require a 600-foot separation between retail cannabis businesses

State law establishes a 600 foot buffer between certain uses and a cannabis business, measured property line to property line. However, state law authorizes cities and counties to reduce the buffer. State law does not recognize residential property as a sensitive use and therefore does not require any buffer from residential uses. State law also does not require a buffer between cannabis businesses.

State law does not require any buffer as to residential uses. Since the proposed ordinance includes this use in the same category as the sensitive uses, the proposed ordinance uses the same amount of buffer and method of measurement for all these uses.

State law does not require any buffer between retail uses. The City's existing regulations include a 600-foot buffer between retail uses. Because retail businesses may be located on large land parcels, the proposed ordinance measures this buffer as between primary customer entrance/exit for each business. Another change to §9-5.203 narrows the definition of "cannabis retail" to include strictly retail businesses only. The current definition is overly broad and could be construed to include not only retail but also distribution and manufacturing cannabis businesses.

The proposed ordinance finetunes the amount of buffer in different areas, both between retail cannabis businesses and between any cannabis business and a sensitive use.

The proposed ordinance recognizes that certain natural buffers (such as large roadways and railroad tracks) may exist. The proposed ordinance allows the City to reduce the specified separation requirement where these natural buffers exist.

### **4. Designating different types of cannabis business and buffers for different CB districts**



Antioch Municipal Code §9-5.3845 does not limit which types of cannabis businesses can be in which location. City staff has evaluated the various areas and developed the following recommendations for the types of cannabis businesses and buffers in the specified areas.

**CB 1** The area designated as the Cannabis Business Overlay District prior to August 1, 2021.

There is no change recommended for this area, other than renaming it CB 1.

This area is the current “green zone.” It would retain the existing 600-foot buffer both between retail cannabis businesses and between a cannabis business and any sensitive use.

Permitted cannabis businesses within CB 1 are any type of existing cannabis license.

### **CB 2 Downtown Antioch**

This area is designated as Mixed Use within the Downtown Specific Plan. To encourage retail development and maintain consistency with the Downtown Specific Plan, this area would allow only retail storefront cannabis businesses (Type 10).

Due to the Mixed Use designation, the term “sensitive use” would not include residential uses for CB 2 only. Staff recommended a reduced buffer of 200 feet between retail cannabis businesses and between a cannabis business and a sensitive use. However, the Planning Commission recommended a 300-foot buffer between cannabis businesses and a 600-foot buffer between a cannabis business and a sensitive use.

The existing Downtown Specific Plan allows “general retail.” To clarify that this use also includes cannabis retail, Table 2.1 of the Downtown Specific Plan would be modified to include cannabis retail under the category of “Retail Trade”, subject to the approval processes required of cannabis businesses as set forth in the Municipal Code.

### **CB 3 Somersville District**

This area would be restricted to storefront retail (Type 10) only.

Below are charts, included in the proposed ordinance, which show the types of uses and buffers recommended for each of the three CB districts.

Please note there is no change as to CB 1; it is merely renamed.

<b>TABLE A</b>		
<b>Overlay District</b>	<b>License Types Permitted</b>	<b>Permit Requirement</b>
CB 1	1, 1A, 1B, 1C, 2, 2A, 2B, 3, 3A, 3B, 4, 5, 5A, 5B, 6, 7, 8, 9, 10, 11,12, 13	City Council Use Permit
CB 2	10	City Council Use

		Permit
CB 3	10	City Council Use Permit
<b>TABLE B</b>		
Overlay District	Between Retail Uses	From Existing Sensitive Use
CB 1	600'	600'
CB 2	300'	600' <sup>2</sup>
CB 3	600'	600'

## 5. Reimbursement of City fees, charges, and costs

The ordinance codifies the City's existing practice of having applicants to operate cannabis businesses, as well as current cannabis businesses, pay their share of City fees, charges, and other costs of City staff and consultants (including outside legal counsel) for matters relating to their application and business (e.g., conditional use permit, operating agreement, and any modification or implementation thereof). The applicant will make a cash deposit with the City in an amount to be determined by the City Attorney. The City shall return any unused deposit; the business applicant/operator shall pay any amount greater than the original deposit. The applicant/operator may have to make more than one deposit.

## ATTACHMENTS

- A. Draft ordinance without planning commission recommendations
- B. Draft ordinance with planning commission recommendations

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<sup>2</sup> To encourage retail development in CB 2, the definition of "sensitive use" only for CB 2 does not include residential uses.

**ATTACHMENT A  
UPDATED DRAFT ORDINANCE WITHOUT PLANNING COMMISSION  
RECOMMENDATIONS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING SECTIONS 203, 3801, AND 3845 OF CHAPTER 5 OF TITLE 9 OF THE  
ANTIOCH MUNICIPAL CODE  
ADDING THE DEFINITION OF SENSITIVE USE, MODIFYING THE DEFINITION OF  
"CANNABIS RETAIL", MODIFYING THE CANNABIS BUSINESS OVERLAY  
DISTRICT BY  
SPECIFYING THE LOCATION OF DIFFERENT TYPES OF CANNABIS  
BUSINESSES, AND CLARIFYING THE DOWNTOWN SPECIFIC PLAN REGARDING  
CANNABIS RETAIL**

The City Council of the City of Antioch does ordain as follows:

**SECTION 1:**

Beginning in 2018, the City Council has adopted several ordinances relating to cannabis businesses within the City. One or more of these ordinances established a Cannabis Business (CB) district and imposed locational restrictions on cannabis businesses within the City.

**SECTION 2:**

The City has further evaluated both existing and potential sites for different types of cannabis businesses within the City. The City is adopting this ordinance to further refine and enhance potential locations for cannabis businesses while meeting the interests of City residents and existing businesses.

**SECTION 3:**

Section 9-5.203 is modified to add the following definition:

**SENSITIVE USE:** (a) Any school providing instruction in kindergarten or any grades 1 through 12; (b) a day care center which is a child day care facility other than family day care home and includes infant centers, preschools, extended day care facilities, school age child care centers and child care centers licensed pursuant to Health & Safety Code §1596.951; (c) youth center which is any public or private facility that is primarily used to host recreational or social activities for minors including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities; (d) any public park owned or operated by the City; or (e) any property located within the City's boundaries and occupied by a City residential land use or designated by the City as residential in the City's general plan or zoning ordinance.

#### **SECTION 4:**

Section 9-5.203 is modified to change the following definition of “cannabis retail” as follows:

**CANNABIS RETAIL.** A cannabis business that ~~distributes, dispenses, stores, exchanges, packages, re-packages, labels, sells or , makes available, transmits, or gives away cannabis~~ delivers cannabis or cannabis products for either medical or recreational use and is operated in accordance with state and local laws and regulations. Cannabis retail includes, but is not limited to, selling cannabis or cannabis products, pursuant to a Type 9 or 10 cannabis license (but not a Type 12 microbusiness), or a cannabis license subsequently established for a similar or related purpose.

#### **SECTION 5:**

Section 9-5.3801 is modified as follows:

**§ 9-5.3801 SUMMARY OF ZONING DISTRICTS.** [no change except as indicated below]

##### **CB Cannabis Business Overlay District**

CB 1 The area designated as the Cannabis Business Overlay District prior to August 1, 2021.

CB 1 allows the broadest range of cannabis businesses.

CB 2 Downtown Antioch- the area designated as Mixed Use within the Downtown Specific Plan

CB 2 allows storefront retail only.

CB 3 Somersville District—the area bounded by Buchanan Rd., Delta Fair Blvd., and Fairview Dr.

CB 3 allows storefront retail only.

#### **SECTION 6:**

Section 9-5.3845 is modified as follows:

##### **§ 9-5.3845 CANNABIS BUSINESS.**

A cannabis business may be established within any of the Cannabis Business (CB) Zoning Overlay Districts only under all of the following conditions:

- (A) [no change}
- (B) (no change)

(~~CD~~) In addition to the standard findings for approval of a use permit, the City Council shall make the following additional finding in support of approval of a use permit for a cannabis business.

- (1) That the location and site characteristics of the proposed cannabis business are consistent with all applicable state laws and city standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the city.

(D) Cannabis businesses may be established as described in Table A.

<b>TABLE A</b>		
<u>Overlay District</u>	<u>License Types Permitted</u>	<u>Permit Requirement</u>
<u>CB 1</u>	<u>1, 1A, 1B, 1C, 2, 2A, 2B, 3, 3A, 3B, 4, 5, 5A, 5B, 6, 7, 8, 10, 11, 12</u>	<u>City Council Use Permit</u>
<u>CB 2</u>	<u>10</u>	<u>City Council Use Permit</u>
<u>CB 3</u>	<u>10</u>	<u>City Council Use Permit</u>

(1) License type 7 is not allowed in multi-tenant buildings in CB 1.

(E) The separation requirements for the Cannabis Business Overlay Zoning Districts shall be as described in Table B:

<b>TABLE B</b>		
<u>Overlay District</u>	<u>Between Retail Uses</u>	<u>From Sensitive Use</u>
<u>CB 1</u>	<u>600'</u>	<u>600'</u>
<u>CB 2</u>	<u>200'</u>	<u>200'</u>
<u>CB 3</u>	<u>600'</u>	<u>600'</u>

(1) Notwithstanding Section 9-5.3945(E), the City shall have the discretion to decrease the 600-foot restriction without requiring a variance when significant barriers (such as large roadways, railroad tracks, or similar buffers) exist between the proposed retail cannabis business and the existing use identified in Section 9-5.3845(D)(4).

(2) Solely as to CB 2, the term "sensitive use" shall not include any property located within the City's boundaries and occupied by a City residential land use or designated by the City as residential in the City's general plan or zoning ordinance.

(4)(3) The separation requirements referenced in Section 9-5.3845(E) for sensitive uses shall be measured property line to property line. The separation requirements referenced in Section 9-5.3845(E) for retail businesses shall be measured between the primary entrance/exit for the business' customers for each retail business.



(F) Applicants to operate cannabis businesses, as well as current cannabis businesses, shall pay their share of City fees, charges, and other costs of City staff and consultants (including outside legal counsel) for matters relating to their application and business (e.g., conditional use permit, operating agreement, and any modification or implementation thereof). The applicant shall make a cash deposit with the City in an amount to be determined by the City Attorney. The City shall return any unused deposit; the business applicant/operator shall pay any amount greater than the original deposit. The applicant/operator may have to make more than one deposit.

### **SECTION 7. Downtown Specific Plan**

The Downtown Specific Plan is hereby amended to include “cannabis retail” as a use in Table 2.1, under “Retail Trade”, with a use permit required and subject to the approval processes required of cannabis businesses as set forth in the Municipal Code.

### **SECTION 8: Severability.**

If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

### **SECTION 9. CEQA.**

The above amendments to the City’s Municipal Code are not considered a project under the California Environmental Quality Act under the common sense exemption (CEQA Guidelines §15061(b)(3) because the proposed amendments will not have a direct or reasonably foreseeable indirect physical change or effect on the environment. ; The proposed ordinance does not change the existing zoning in the affected areas; rather, the proposed ordinance is an overlay on the existing zoning, already approved and adopted by the City.

### **SECTION 10:**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the \_\_\_\_ of \_\_\_\_\_ 2021, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_ 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Elizabeth Householder**  
**City Clerk of the City of Antioch**

**ATTACHMENT B  
UPDATED DRAFT ORDINANCE INCORPORATING PLANNING COMMISSION  
RECOMMENDATIONS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING SECTIONS 203, 3801, AND 3845 OF CHAPTER 5 OF TITLE 9 OF THE  
ANTIOCH MUNICIPAL CODE  
ADDING THE DEFINITION OF SENSITIVE USE, MODIFYING THE DEFINITION OF  
“CANNABIS RETAIL”, MODIFYING THE CANNABIS BUSINESS OVERLAY  
DISTRICT BY  
SPECIFYING THE LOCATION OF DIFFERENT TYPES OF CANNABIS  
BUSINESSES, AND CLARIFYING THE DOWNTOWN SPECIFIC PLAN REGARDING  
CANNABIS RETAIL**

The City Council of the City of Antioch does ordain as follows:

**SECTION 1:**

Beginning in 2018, the City Council has adopted several ordinances relating to cannabis businesses within the City. One or more of these ordinances established a Cannabis Business (CB) district and imposed locational restrictions on cannabis businesses within the City.

**SECTION 2:**

The City has further evaluated both existing and potential sites for different types of cannabis businesses within the City. The City is adopting this ordinance to further refine and enhance potential locations for cannabis businesses while meeting the interests of City residents and existing businesses.

**SECTION 3:**

Section 9-5.203 is modified to add the following definition:

**SENSITIVE USE:** (a) Any school providing instruction in kindergarten or any grades 1 through 12; (b) a day care center which is a child day care facility other than family day care home and includes infant centers, preschools, extended day care facilities, school age child care centers and child care centers licensed pursuant to Health & Safety Code §1596.951; (c) youth center which is any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities; (d) any public park owned or operated by the City; (e) any property located within the City's boundaries and occupied by a City residential land use or designated by the City as residential in the City's general plan or zoning ordinance; (f) a public library; (g) drug treatment

center; (h) religious institutions; (i) community center owned or operated by the City; or (k) youth sports facilities.

#### **SECTION 4:**

Section 9-5.203 is modified to change the following definition of “cannabis retail” as follows:

***CANNABIS RETAIL.*** A cannabis business that distributes, dispenses, stores, exchanges, packages, re-packages, labels, sells or, makes available, transmits, or gives away cannabis~~delivers cannabis~~ or cannabis products for either medical or recreational use and is operated in accordance with state and local laws and regulations. Cannabis retail includes, but is not limited to, selling cannabis or cannabis products, pursuant to a Type 9 or 10 cannabis license (but not a Type 12 microbusiness), or a cannabis license subsequently established for a similar or related purpose.

#### **SECTION 5:**

Section 9-5.3801 is modified as follows:

**§ 9-5.3801 SUMMARY OF ZONING DISTRICTS.** [no change except as indicated below]

##### **CB Cannabis Business Overlay District**

**CB 1** The area designated as the Cannabis Business Overlay District prior to August 1, 2021.

CB 1 allows the broadest range of cannabis businesses.

**CB 2** Downtown Antioch- the area designated as Mixed Use within the Downtown Specific Plan

CB 2 allows storefront retail only.

**CB 3** Somersville District—the area bounded by Buchanan Rd., Delta Fair Blvd., and Fairview Dr.

CB 3 allows storefront retail only.

#### **SECTION 6:**

Section 9-5.3845 is modified as follows:

##### **§ 9-5.3845 CANNABIS BUSINESS.**

A cannabis business may be established within any of the Cannabis Business (CB) Zoning Overlay Districts only under all of the following conditions:

- (A) [no change}
- (B) (no change)



(CD) In addition to the standard findings for approval of a use permit, the City Council shall make the following additional finding in support of approval of a use permit for a cannabis business.

- (1) That the location and site characteristics of the proposed cannabis business are consistent with all applicable state laws and city standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the city.

(D) Cannabis businesses may be established as described in Table A.

<b>TABLE A</b>		
<u>Overlay District</u>	<u>License Types Permitted</u>	<u>Permit Requirement</u>
<u>CB 1</u>	<u>1, 1A, 1B, 1C, 2, 2A, 2B, 3, 3A, 3B, 4, 5, 5A, 5B, 6, 7, 8, 10, 11,12</u>	<u>City Council Use Permit</u>
<u>CB 2</u>	<u>10</u>	<u>City Council Use Permit</u>
<u>CB 3</u>	<u>10</u>	<u>City Council Use Permit</u>

- (1) License type 7 is not allowed in multi-tenant buildings in CB 1.

(E) The separation requirements for the Cannabis Business Overlay Zoning Districts shall be as described in Table B:

<b>TABLE B</b>		
<u>Overlay District</u>	<u>Between Retail Uses</u>	<u>From Sensitive Use</u>
<u>CB 1</u>	<u>600'</u>	<u>600'</u>
<u>CB 2</u>	<u>300'</u>	<u>600'</u>
<u>CB 3</u>	<u>600'</u>	<u>600'</u>

- (1) Notwithstanding Section 9-5.3945(E), the City shall have the discretion to decrease the 600-foot restriction without requiring a variance when significant barriers (such as large roadways, railroad tracks, or similar buffers) exist between the proposed retail cannabis business and the existing use identified in Section 9-5.3845(D)(4).
- (2) Solely as to CB 2, the term "sensitive use" shall not include any property located within the City's boundaries and occupied by a City residential land use or designated by the City as residential in the City's general plan or zoning ordinance.
- (+)(3) The separation requirements referenced in Section 9-5.3845(E) for sensitive uses shall be measured property line to property line. The separation requirements referenced in Section 9-5.3845(E) for retail businesses shall be measured between the primary entrance/exit for the business' customers for each retail business.



(F) Applicants to operate cannabis businesses, as well as current cannabis businesses, shall pay their share of City fees, charges, and other costs of City staff and consultants (including outside legal counsel) for matters relating to their application and business (e.g., conditional use permit, operating agreement, and any modification or implementation thereof). The applicant shall make a cash deposit with the City in an amount to be determined by the City Attorney. The City shall return any unused deposit; the business applicant/operator shall pay any amount greater than the original deposit. The applicant/operator may have to make more than one deposit.

## **SECTION 7. Downtown Specific Plan**

The Downtown Specific Plan is hereby amended to include “cannabis retail” as a use in Table 2.1, under “Retail Trade”, with a use permit required and subject to the approval processes required of cannabis businesses as set forth in the Municipal Code.

## **SECTION 8: Severability**

If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

## **SECTION 9. CEQA**

The above amendments to the City’s Municipal Code are not considered a project under the California Environmental Quality Act under the common sense exemption (CEQA Guidelines §15061(b)(3) because the proposed amendments will not have a direct or reasonably foreseeable indirect physical change or effect on the environment. ; The proposed ordinance does not change the existing zoning in the affected areas; rather, the proposed ordinance is an overlay on the existing zoning, already approved and adopted by the City.

## **SECTION 10:**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the \_\_\_\_ of \_\_\_\_ 2021, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_ 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Elizabeth Householder**  
**City Clerk of the City of Antioch**