

ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

Date: Tuesday, January 11, 2022

Time: 5:00 P.M. – Closed Session

7:00 P.M. - Regular Meeting

7:05 P.M. - Public Hearing-Redistricting

Place: Council Chambers

200 'H' Street

Antioch, CA 94531

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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

Ellie Householder, City Clerk Lauren Posada, City Treasurer

Cornelius Johnson, Interim City Manager **Thomas Lloyd Smith**, City Attorney

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.

SPEAKER RULES

Welcome to a meeting of the Antioch City Council. Your attendance is appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of Speaker Rules. Because agendas encompass many business items, Speaker Rules enable the meeting to be efficiently conducted and concluded at a reasonable hour.

The City Council can only take action on items that are listed on the agenda. If you wish to speak about an item <u>not on the agenda</u>, the "Public Comments" section of the agenda is for you. Unagendized comments are provided until no later than 7:30 p.m. when the City Council moves on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak. Important: Please identify if the comment is for Announcement of Community Events, Public Comment, or a specific Agenda Item Number on your Speaker Request Form. No one may speak more than once on an agenda item or during "public comments." (Please see next page for additional information on public participation.)

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during public hearing items, are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

During certain types of hearings, the applicant is allowed to give his or her presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

The "Consent Calendar" is a group of items which are determined to be routine. These items are usually considered all at once and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request Form before the meeting, and place in the Speaker Card Tray near the City Clerk. This will enable the item to be removed from the "Consent Calendar" and call on you to speak.

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 meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. The City Council will try to make this determination around 10:00 p.m. It is the goal to stop discussing agenda items by not later than 11:00 p.m.

The City Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. The City Council also holds adjourned meetings and study sessions on other days.

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. Please see the Speaker Rules on the inside cover of this Agenda for additional information on public participation.

5:00 P.M. ROLL CALL - CLOSED SESSION - for Council Members - All Present

PUBLIC COMMENTS for Closed Session - None

CLOSED SESSION:

1) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Initiation of Litigation pursuant to California Government Code section 54956.9(c): One case.

Council motioned to approve settlement, 5/0

2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to California Government Code section 54956.9(b): Two Cases.

No reportable action

3) CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to California Government Code section 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), Confidential Unit, Management Unit, and Treatment Plant Employees' Association.

No reportable action

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

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

7:05 p.m. PUBLIC HEARING

1. REDISTRICTING: DRAFT REDISTRICTING MAPS

Received public comments and direction provided to staff

Recommended Action: It is recommended that the City Council:

- 1) Receive the redistricting presentation and public comment on the draft redistricting maps and
- 2) Provide feedback and direction to the demographer on drafting the redistricting maps.

2. INTRODUCTION OF NEW CITY EMPLOYEES

3. PROCLAMATIONS

- Honoring Dr. Martin Luther King, Jr. Day, January 17, 2022
- Proclamation of Appreciation for Deborah Simpson
- Proclamation of Appreciation for Darrell Goodbeer

Approved, 5/0

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

4. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- Dr. Martin Luther King, Jr. MLK Day of Service, January 17, 2022
- Contra Costa Health Services Free Covid-19 Vaccine

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. PRESENTATION – Youth Services Network – Build Antioch Workforce Design Studio, presented by Tasha Johnson, Youth Services Network Manager

6. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 9, 2021

Approved, 5/0

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

Minutes.

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR NOVEMBER 16, 2021

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Special

Meeting Minutes.

C. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 23, 2021

Approved, 5/0

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

Minutes.

D. APPROVAL OF COUNCIL MEETING MINUTES FOR DECEMBER 14, 2021

Continued, 5/0

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

Minutes.

E. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

F. SECOND READING – AMENDMENT TO CHAPTER 3 OF TITLE 6 OF THE ANTIOCH MUNICIPAL CODE REGARDING SOLID WASTE COLLECTION FOR RESOURCE RECOVERY IN ACCORDANCE WITH SENATE BILL 1383 (Introduced on December 14, 2021)

Ord No. 2200-C-S adopted, 5/0

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

repealing and restating Chapter 3 of Title 6 of the Antioch

Municipal Code.

CONSENT CALENDAR - Continued

G. UNHOUSED RESIDENT SERVICES - RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS IN EXCESS OF CITY MANAGER SIGNATURE AUTHORITY

Reso No. 2022/01 adopted, 5/0

Recommended Action:

It is recommended that the City Council adopt a resolution authorizing the expenditure of funds paid to Executive Inn in an amount not to exceed \$150,000 for stays associated with the City's Motel Voucher Program and the County's Delta Landing Interim Housing Program for City of Antioch referrals.

H. CONSIDERATION OF BIDS FOR PREWETT PARK CONCRETE IMPROVEMENTS, PHASE III (P.W. 567-9)

Reso No. 2022/02 adopted, 5/0

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

- 1) Awarding the construction agreement for the Prewett Park Concrete Improvements, Phase III Project to the lowest, responsive, and responsible bidder, Mercoza;
- 2) Approving an Agreement with Mercoza in the amount of \$398,000; and
- 3) Authorizing the City Manager to execute the Agreement with Mercoza for a total amount of \$398,000.
- I. FIRST AMENDMENT TO THE DESIGN CONSULTING SERVICES AGREEMENT WITH INDIGO HAMMOND + PLAYLE ARCHITECTS FOR ON-CALL DESIGN ENGINEERING SERVICES (P.W. 700-1)

Reso No. 2022/03 adopted, 5/0

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

- 1) Approve the first amendment to the Design Consulting Services Agreement with Indigo Hammond + Playle Architects for On-Call Design Engineering Services, which increases the contract by \$100,000 for a total contract amount of \$150,000; and
- 2) Authorize the City Manager to execute the first amendment to the Design Consulting Services Agreement with Indigo Hammond + Playle Architects.

CONSENT CALENDAR - Continued

J. CONSIDERATION OF BIDS FOR THE ANTIOCH MARINA LAUNCH RAMP DOCK REPAIR, BID NO. 959-1201-21A

Reso No. 2022/04 adopted, 5/0

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

- Approving an amendment to the Fiscal Year 2021-2022 General Fund and Marina Enterprise Fund Operating Budgets to make the repairs to the Marina Boat Launch Dock;
- 2) Awarding the construction agreement for the Antioch Marina Boat Launch Ramp Dock Repair to the lowest, responsive, and responsible bidder, Vortex Marine Construction Inc.;
- 3) Approving an Agreement with Vortex Marine Construction Inc. in the amount of \$152,000; and
- 4) Authorizing the City Manager to execute the Agreement with Vortex Marine Construction Inc. in a form approved by the City Attorney.
- **K.** FIRST AMENDMENT TO THE BAY ALARM COMPANY AGREEMENT TO EXPAND THE AGREEMENT FOR ACCESS CONTROL AND VIDEO MONITORING TO INCLUDE ANTIOCH POLICE DEPARTMENT FACILITIES

Reso No. 2022/05 adopted, 5/0

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

- 1) Approving the first amendment to the Maintenance Services Agreement with Bay Alarm Company, which increases the agreement by \$704,700 for a total agreement amount of \$898,500, to expand Access Control and Video Monitoring to include Antioch Police Department facilities; and
- 2) Authorizing the City Manager or designee to execute the first amendment to the Agreement in a form approved by the City Attorney.
- L. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

Reso No. 2022/06 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing remote teleconference/virtual meetings of the Legislative Bodies of the City of Antioch.

PUBLIC HEARING - Continued

7. WILD HORSE MULTIFAMILY PROJECT (PD-20-01, GP-20-03, AR-21-17)

8:53 P.M. ADJOURNED TO BREAK

8:55 P.M. RECONVENED WITH ALL COUNCIL PRESENT

MAYOR THORPE RECUSED HIMSELF FOR ITEM #7. MAYOR PRO TEM BARBANICA PRESIDED OVER MEETING.

Recommended Action: It is recommended that the City Council take the following actions: Reso No. 2022/07 adopted, 4/0/1 (Thorpe Recused)

> 1) Adopt the resolution certifying the Wild Horse Multifamily Project Environmental Impact Report (EIR).

Reso No. 2022/08 adopted, 4/0/1 (Thorpe Recused)

2) Adopt the resolution approving the Wild Horse Multifamily Project General Plan Amendment (GP-20-03) changing the land use designation from Low Density Residential to High Density Residential.

To January 25, 2022 for Adoption, 4/0/1 (Thorpe Recused)

3) Introduce, waive the first reading, and read by title only the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-20-01).

Reso No. 2022/09 adopted with amendments, 3/1/1 (Torres-Walker-No) (Thorpe Recused)

4) Adopt the resolution approving a Vesting Tentative Map, Final Development Plan, and Design Review, subject to conditions of approval (PD-20-01, AR-21-17).

9:21 P.M. AFTER ITEM #7 DISCUSSION AND VOTE, MAYOR THORPE RETURNED TO CONTINUE THE COUNCIL MEETING.

PUBLIC HEARING – Continued

AMENDMENT OF ANTIOCH MUNICIPAL CODE TO REQUIRE SAFE STORAGE OF 8. FIREARMS IN RESIDENCES

To January 25, 2022 for Adoption, 5/0

Recommended Action: It is recommended that the City Council introduce, waive the first

reading, and read by title only the proposed safe gun storage ordinance, requiring Antioch residents to safely store firearms in their residences.

PUBLIC HEARING - Continued

INTRODUCTION OF ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE 9. SECTIONS 9-5,3803 AND 9-5,3834 TO PROHIBIT OIL AND GAS DRILLING. PRODUCTION. AND EXPLORATORY OPERATIONS AS PERMITTED USES IN THE M-2 AND S ZONES

To January 25, 2022 for Adoption, 5/0

Recommended Action:

It is recommended that the City Council waive the first reading and introduce by title only an ordinance amending the Antioch Municipal Code Sections 9-5.3803 and 9-5.3834 to remove oil and gas drilling, production, and exploratory operations as permitted uses in the "heavy industrial" (M-2) zone and in the designated portion of the Sand Creek Focus Area of the "S" Study District.

COUNCIL REGULAR AGENDA

10. DISCUSSION ITEM: PROPOSED AMENDMENT TO THE ANTIOCH MUNICIPAL CODE ADDING SECTION 9-5.3848, REGARDING TEMPORARY CANNABIS EVENTS ON PUBLIC PROPERTY

Direction to staff to bring back item

Recommended Action: It is recommended that the City Council discuss amending the Antioch Municipal Code to add Section 9-5.3848 regarding temporary cannabis events on public property and provide direction to staff.

11. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR YOUTH SERVICES PROGRAMS COORDINATOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE OPERATING ENGINEERS LOCAL UNION NO. 3 REPRESENTATIONAL UNIT IV BARGAINING UNIT

Reso No. 2022/10 adopted, 5/0

Recommended Action:

It is recommended that the City Council adopt a resolution approving the New Class Specification for Youth Services Programs Coordinator, assigning a salary range, and assigning the classification to the Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit.

COUNCIL REGULAR AGENDA - Continued

12. TRANSITIONAL HOUSING AD HOC COMMITTEE DISSOLUTION OR CREATION OF A STANDING COMMITTEE

Recommended Action: It is recommended that the City Council take the following actions: Reso No. 2022/11 adopted, 4/1 (Ogorchock)

- 1) Adopt the resolution ratifying the term of the Transitional Housing Ad Hoc Committee from December 15, 2020 to January 11, 2022 and dissolving the ad hoc committee.
- 2) Determine whether to establish a new ad hoc committee or create a standing committee. (Please note: Ad Hoc Committees may be dissolved, and another created with a different and specific purpose, in the same genre).
- **13.** COMMUNITY VIOLENCE SOLUTIONS AD HOC COMMITTEE EXTENSION, DISSOLUTION OR CREATION OF A STANDING COMMITTEE

Direction to staff to extend ad hoc committee for six (6) months, with current Committee Members Torres-Walker and Mayor Thorpe, 5/0

Recommended Action: It is recommended that the City Council:

- 1) Receive an update from Committee members of the Community Violence Solutions Ad Hoc Committee on their ad hoc committee activities.
- 2) Determine whether to extend the ad hoc committee, dissolve the ad hoc committee or create a standing committee. (Please Note: Ad Hoc Committees may be dissolved, and another created with a different and specific purpose, in the same genre).

PUBLIC COMMENT STAFF COMMUNICATIONS

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

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

Motioned to adjourn meeting at 10:31 p.m., 5/0



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney 745

SUBJECT: Redistricting: Draft Redistricting Maps

RECOMMENDED ACTION

It is recommended that the City Council:

- 1. Receive the redistricting presentation and public comment on the draft redistricting maps and
- 2. Provide feedback and direction to the demographer on drafting the redistricting maps.

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 demographers, Karin MacDonald and Jane Hood 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.

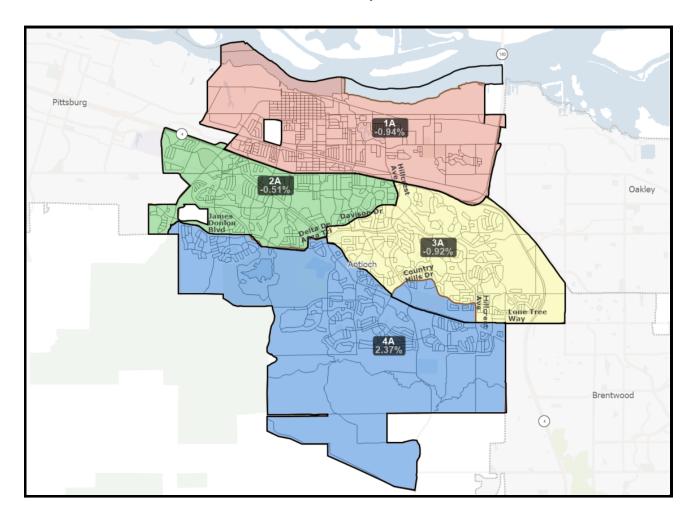
Before adopting a final map of district boundaries, at least four hearings must be held for the public to provide input about the composition of City Council districts. These hearing requirements include at least: (1) one hearing before any maps are drawn, (2) two hearings after maps are drawn, and (3) one hearing or workshop to be held on a Saturday, Sunday, or after 6 p.m. on a weekday. The City Council redistricting public hearing dates include the following: Tuesday, October 12, 2021, Saturday, October 16, 2021, Tuesday, November 9, 2021, Tuesday, December 14, 2021, Tuesday, January 11, 2022, Tuesday, January 25, 2022 and Tuesday, February 8, 2022.

ATTACHMENTS

- A. Redistricting Draft Map A
- B. Redistricting Draft Map B
- C. Redistricting Draft Map C

- D. Redistricting Draft Map 34E. Redistricting Draft Map 39
- F. Redistricting Draft Map 49
- G. Redistricting Draft Map 58
- H. Redistricting Draft Map 87
- I. Draft Map Demographics

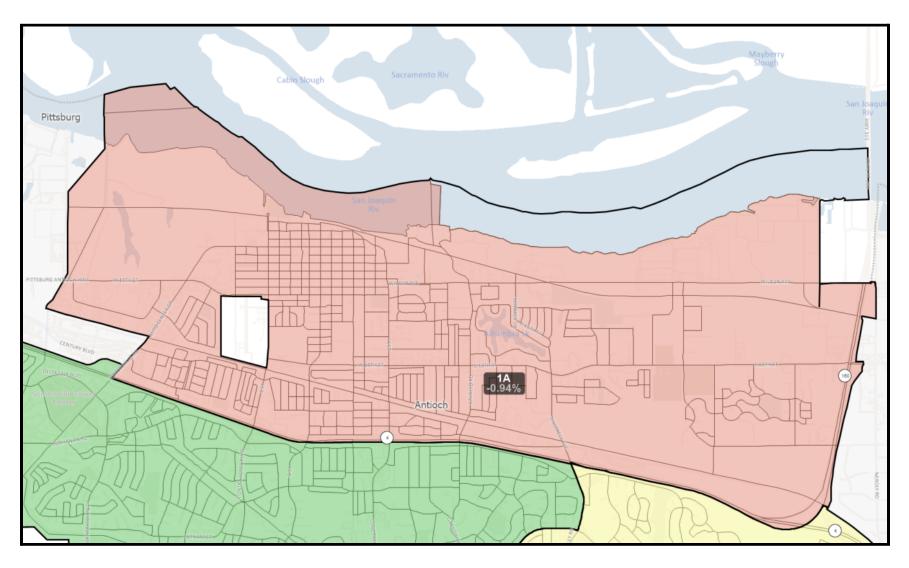
City of Antioch Redistricting: Draft Map A November 2, 2021



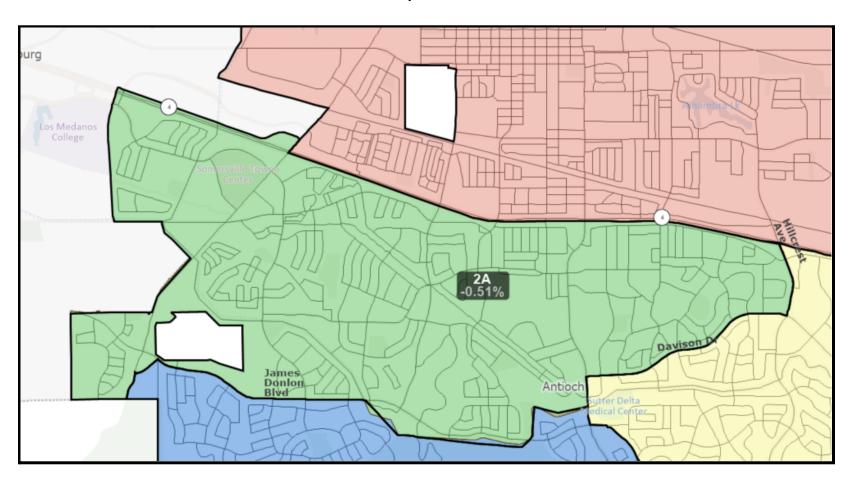
Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color.

Draft Map A only modifies the boundary between District 3 and 4.

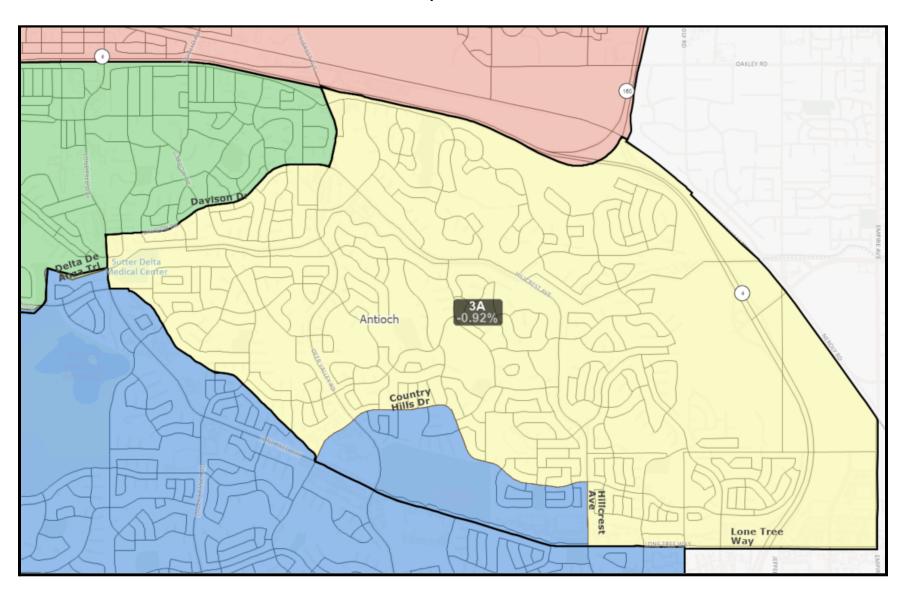
Draft Map A: District 1



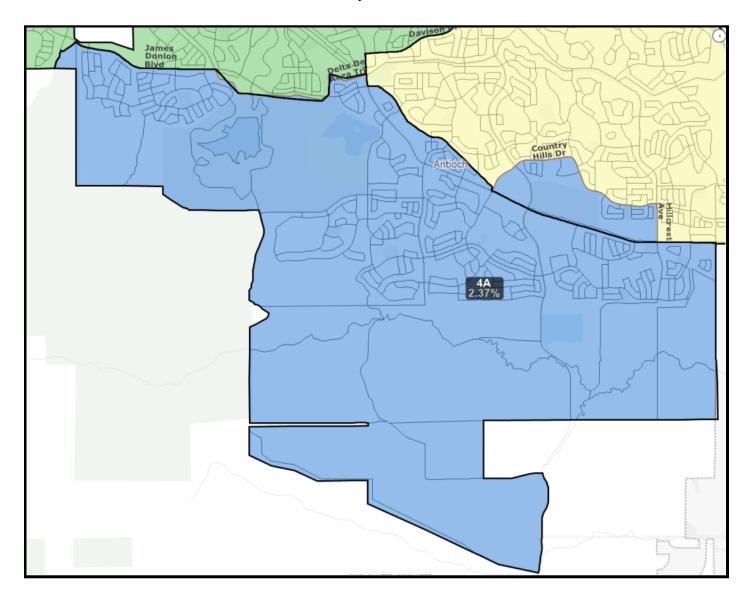
Draft Map A: District 2



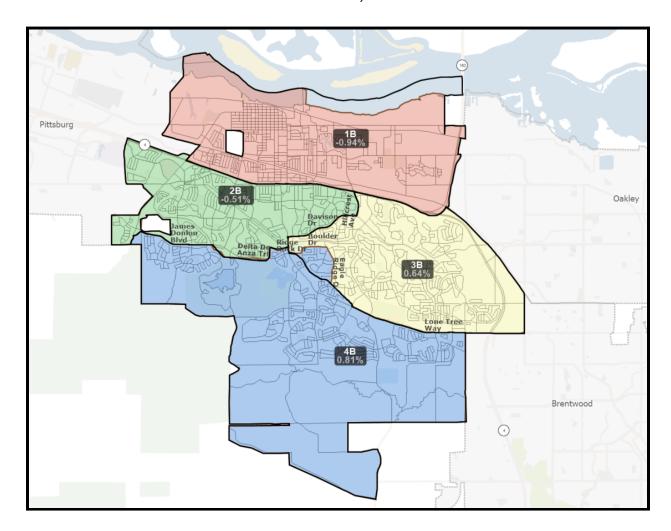
Draft Map A: District 3



Draft Map A: District 4



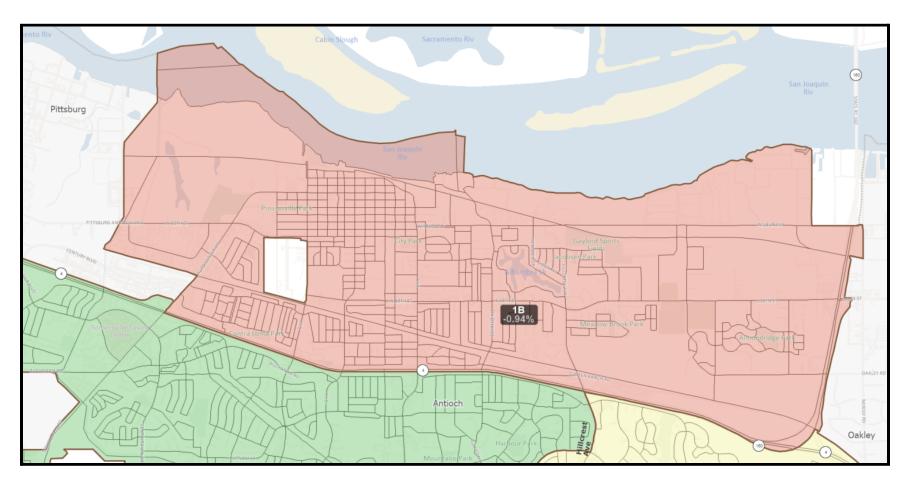
City of Antioch Redistricting: Draft Map B November 2, 2021



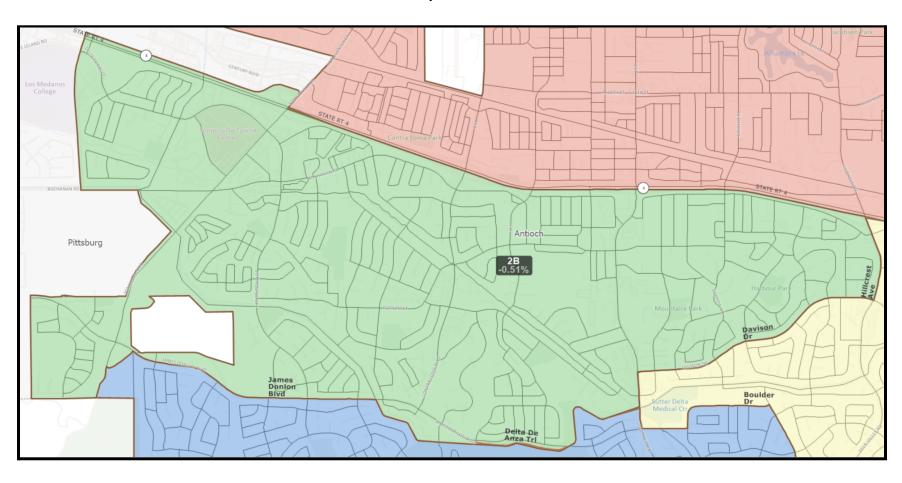
Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color.

Draft Map B only modifies the boundary between District 3 and 4.

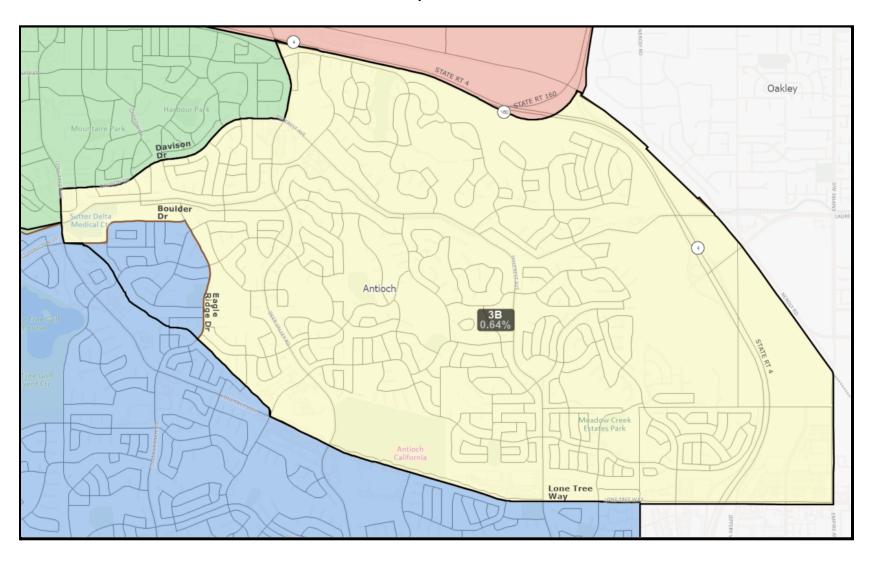
Draft Map B: District 1



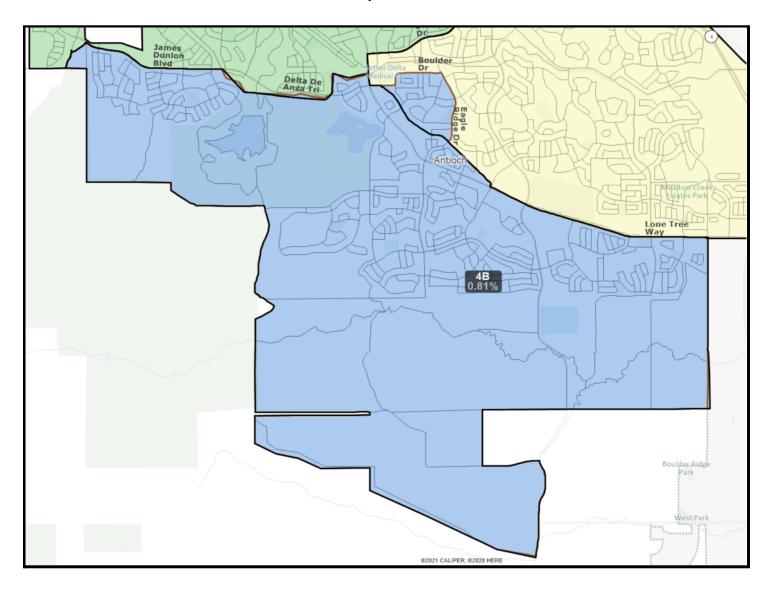
Draft Map B: District 2



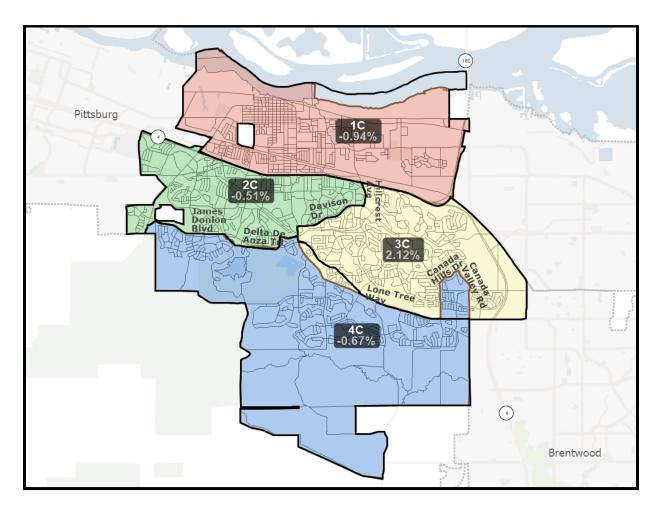
Draft Map B: District 3



Draft Map B: District 4



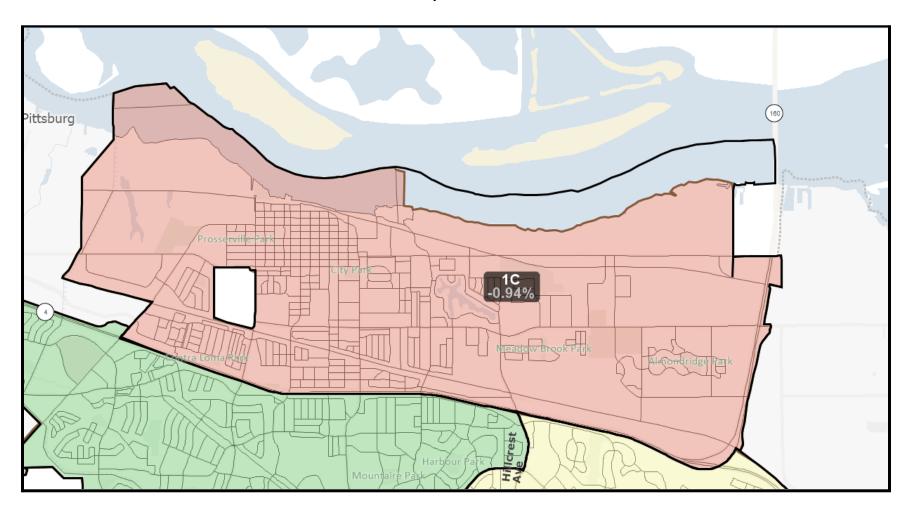
City of Antioch Redistricting: Draft Map C November 11, 2021



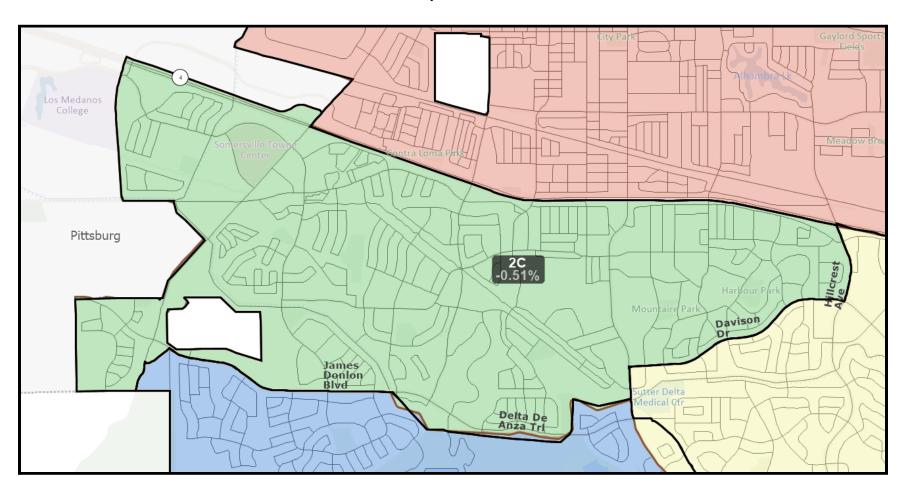
Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color.

Draft Map C only modifies the boundary between District 3 and 4.

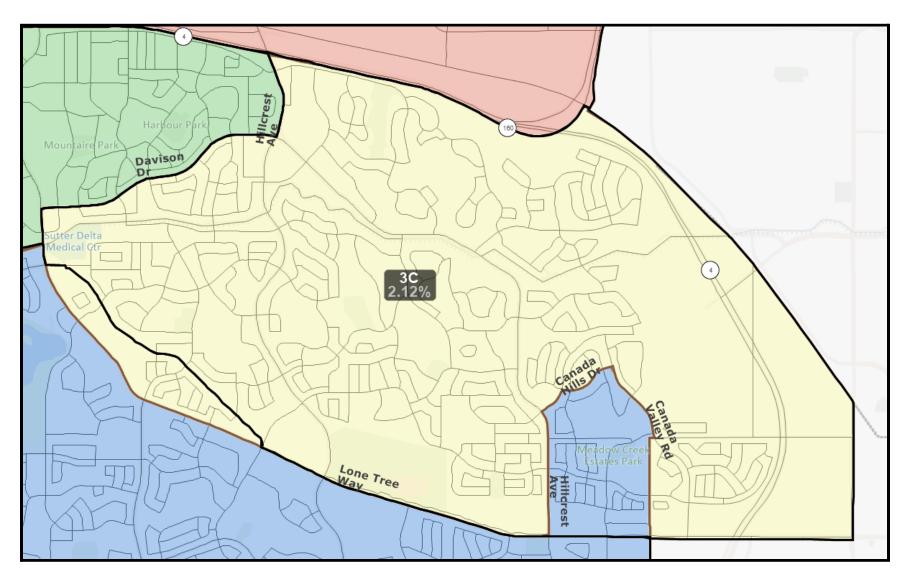
Draft Map C: District 1



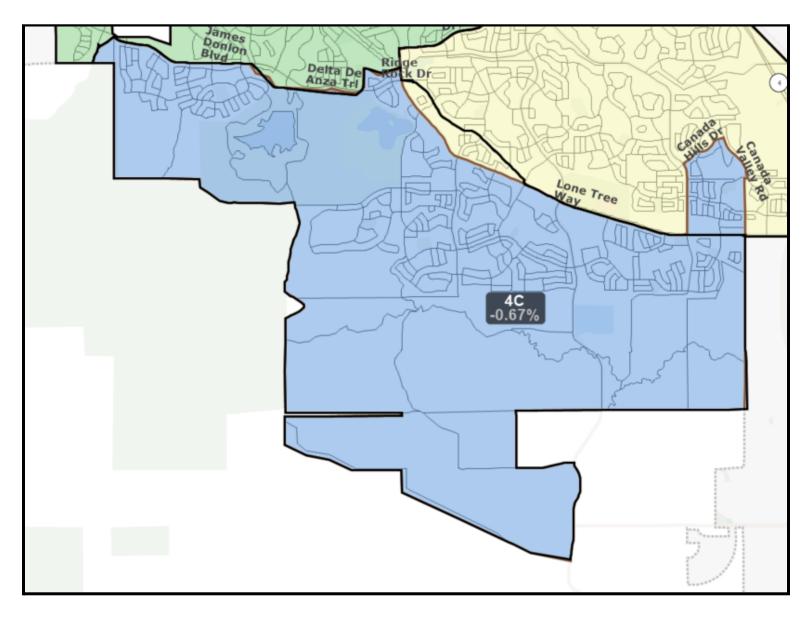
Draft Map C: District 2

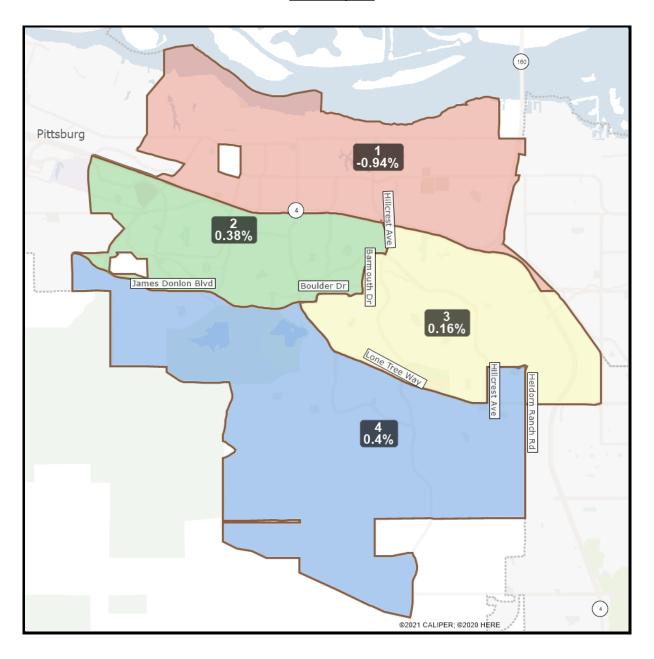


Draft Map C: District 3

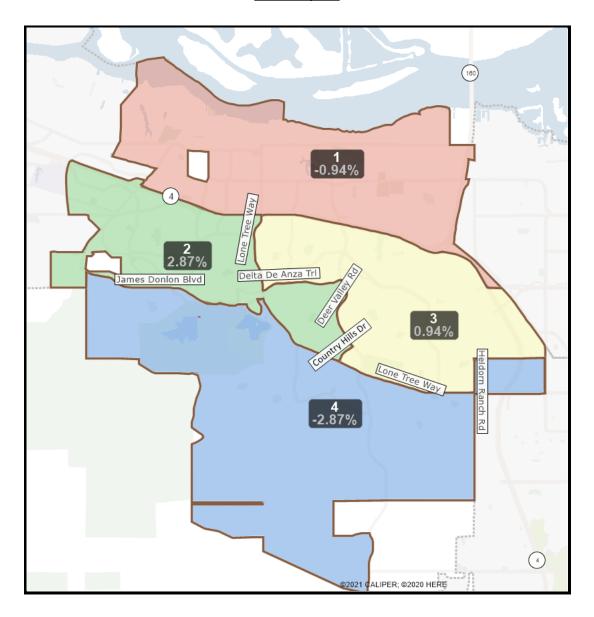


Draft Map C: District 4

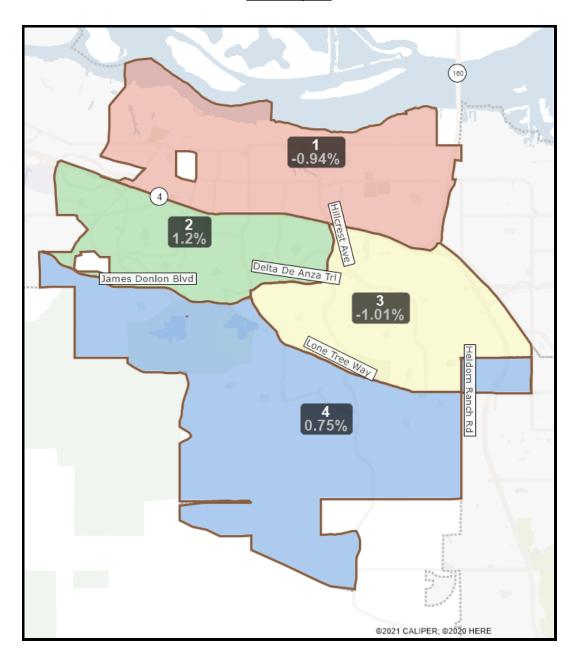




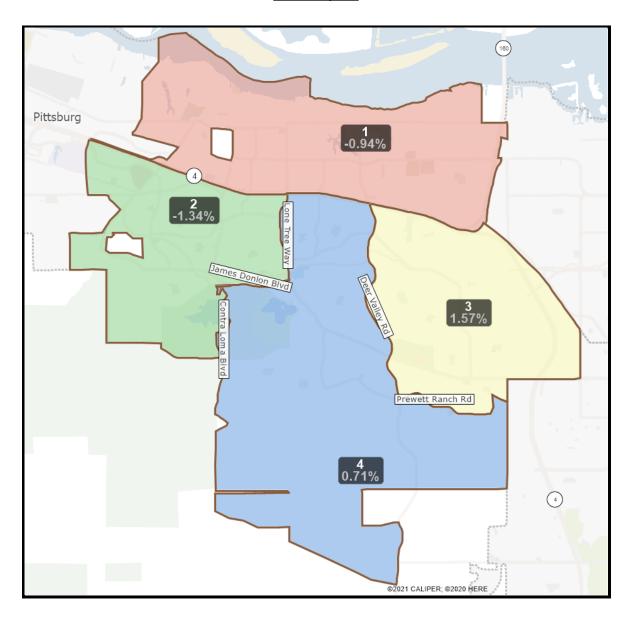
Draft Map 34 is based on Public Submission Map #11282021434.



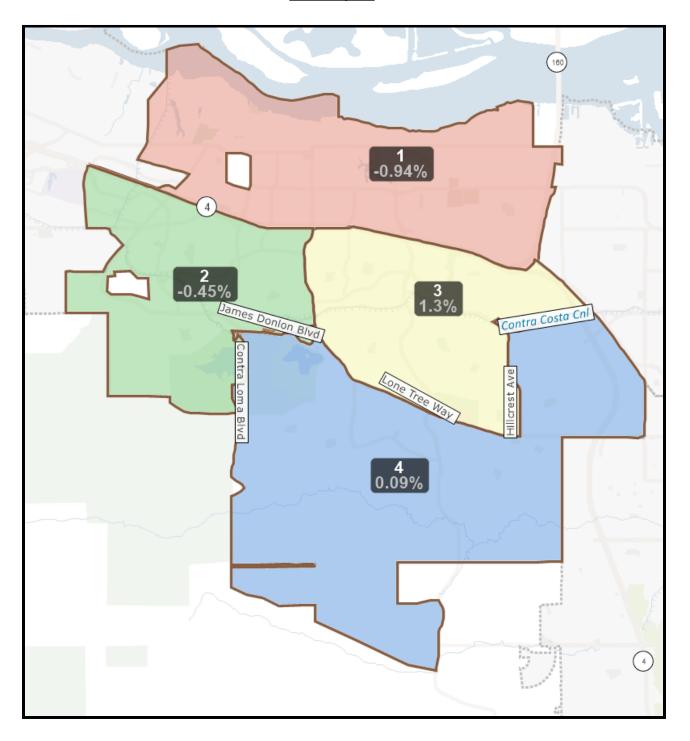
Draft Map 39 is based on Public Map Submission #1152021439.



Draft Map 49 is based on Public Map Submission #11162021449.



Draft Map 58 is based on Public Map Submission #11212021458.



Draft Map 87 is based on Public Map Submission #12142021487.

City of Antioch Redistricting: Draft Map Demographics December 17, 2021

Draft Map A									
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigneous CVAP	% White CVAP		
1A	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%		
2A	28749	-0.51%	26.53%	19.74%	7.96%	1.10%	42.32%		
3A	28628	-0.92%	24.16%	21.56%	17.91%	0.27%	33.42%		
4A	29581	2.37%	24.70%	26.37%	18.03%	0.31%	26.46%		
	Draft Map B								
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigneous CVAP	% White CVAP		
1B	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%		
2B	28749	-0.51%	26.53%	19.74%	7.96%	1.10%	42.32%		
3B	29080	0.64%	23.97%	20.15%	19.53%	0.28%	33.65%		
4B	29129	0.81%	24.88%	27.71%	16.48%	0.31%	26.25%		
			Draf	t Map C					
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigneous CVAP	% White CVAP		
1C	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%		
2C	28749	-0.51%	26.53%	19.74%	7.96%	1.10%	42.32%		
3C	29509	2.12%	23.40%	22.24%	17.69%	0.26%	34.29%		
4C	28700	-0.67%	25.52%	25.86%	18.26%	0.32%	25.27%		

Draft Map 34								
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigenous CVAP	% White CVAP	
1	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%	
2	29004	0.38%	27.83%	19.10%	7.24%	1.11%	42.94%	
3	28942	0.16%	22.48%	22.66%	18.53%	0.27%	33.86%	
4	29012	0.40%	25.03%	26.05%	18.34%	0.28%	25.09%	

Draft Map 39									
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigenous CVAP	% White CVAP		
1	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%		
2	29004	0.38%	27.83%	19.10%	7.24%	1.11%	42.94%		
3	28942	0.16%	22.48%	22.66%	18.53%	0.27%	33.86%		
4	29012	0.40%	25.03%	26.05%	18.34%	0.28%	25.09%		

Draft Map 49									
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigenous CVAP	% White CVAP		
1	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%		
2	29242	1.20%	28.16%	18.63%	7.38%	1.10%	42.88%		
3	28603	-1.01%	22.36%	23.66%	17.91%	0.28%	32.94%		
4	29113	0.75%	24.76%	25.57%	18.92%	0.28%	25.98%		

Draft Map 58								
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigenous CVAP	% White CVAP	
1	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%	
2	28509	-1.34%	27.52%	19.46%	9.73%	0.89%	39.50%	
3	29348	1.57%	23.44%	22.04%	20.12%	0.29%	31.01%	
4	29101	0.71%	24.46%	25.92%	14.46%	0.49%	31.48%	

Draft Map 87								
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% Indigenous CVAP	% White CVAP	
1	28622	-0.94%	26.42%	23.94%	5.96%	1.88%	40.59%	
2	28765	-0.45%	27.65%	19.38%	9.70%	0.92%	39.43%	
3	29272	1.30%	23.87%	21.80%	13.50%	0.61%	38.25%	
4	28921	0.09%	23.96%	26.74%	21.04%	0.14%	23.72%	

Racial and ethnic characteristics of the Citizens Voting Age Population (CVAP) are tabulated according to Department of Justice standards.



INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

City Council Mayor Thorpe would like to introduce:

Cornelius Johnson, Interim City Manager

- Public Works Director/City Engineer John Samuelson would like to introduce:
 - Carlton Thompson, Assistant City Engineer
 - Ryan Burris, Sewer Camera Truck Operator
 - Zach Hylton, Water Treatment Plant Supervisor
 - John LoGrasso, Water Distribution Operator

- > Community Development Director Forrest Ebbs would like to introduce:
 - Anne Hersch, Planning Manager

- ➤ Interim Police Chief Tony Morefield would like to introduce:
 - Catriona Cottle, Police Dispatcher
 - Jessie Naval, Police Dispatcher
 - Maraea Melander, Animal Control Officer

.....

- Finance Director Dawn Merchant would like to introduce:
 - Sergio Vazquez, Business License Representative I



PROCLAMATION HONORING DR. MARTIN LUTHER KING, JR. DAY

January 17, 2022

WHEREAS, Dr. Martin Luther King, Jr. taught us that we are ultimately measured not by where we stand in moments of comfort and convenience, but by the stand taken during times of challenge and controversy;

WHEREAS, the events of the past year have presented the City of Antioch with no shortage of challenges, among them the ongoing struggle against systemic injustice in all of its forms;

WHEREAS, Dr. Martin Luther King, Jr.'s legacy reminds us that moral leadership does not require a person to be in elected office or hold a position of power. Instead, exercising moral authority requires the will to do the right thing;

WHEREAS, Dr. King helped transform how our country saw itself and its future, providing a framework for how each of us can shape the future by calling out injustice and working toward something better;

WHEREAS, the COVID-19 pandemic has laid bare the inequities and deep disparities in our society, with people of color disproportionately affected by its devastating health and economic impacts; and

WHEREAS, the Black Lives Matter protests of this last year shined a light on the continuing racial injustice that we can, and must, do more to address.

NOW THEREFORE I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim January 17, 2022, as "Dr. Martin Luther King, Jr. Day." and call on all of us to gather strength from Dr. King's legacy and use our moral authority to push for a more equitable state, society and world.

JANUARY 11, 2022

LAMAR A. THORPE, Mayor



PROCLAMATION OF APPRECIATION FOR DEBORAH SIMPSON

WHEREAS, Deborah Simpson has served on the City of Antioch's Board of Administrative Appeals from April of 2005 until December 2021;

WHEREAS, Ms. Simpson has over 35 years of experience in human resources, giving her a keen ability to identify, investigate and analyze large quantities of facts and conflicting information and provide appropriate responses;

WHEREAS, Ms. Simpson has lived in the City of Antioch for twenty years, and joined the Board of Administrative Appeals to serve her community by helping them in a field that she enjoys;

WHEREAS, Ms. Simpson served as Chairperson and served with integrity and fairness and brought vast technical experience to the position;

WHEREAS, the Board of Administrative Appeals is made up of five qualified individuals who discuss Municipal Code violation appeals using consensus decision-making, thus playing a crucial role in citizens' rights to due process;

WHEREAS, the City of Antioch encourages residents to become involved in their local community by serving in an advisory capacity on one of the City's various commissions, boards and committees; and

WHEREAS, the City of Antioch wishes to express the utmost appreciation for those citizens who volunteer, especially those who have served during the COVID-19

Pandemic.

NOW, THEREFORE I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby recognize and sincerely thank Deborah Simpson for her volunteer service on the City of Antioch's Board of Administrative Appeals.

JANUARY 11, 2022

LAMAR A. THORPE, Mayor



PROCLAMATION OF APPRECIATION FOR DARRELL GOODBEER

WHEREAS, Darrell Goodbeer has served on the City of Antioch's Board of Administrative Appeals from August of 2018 until December 2021;

WHEREAS, Mr. Goodbeer is a Substance Abuse Counselor and a Production Coordinator Audio Engineer, and holds a bachelor's in public administration from the University of San Francisco;

WHEREAS, Mr. Goodbeer has lived in the City of Antioch for five years, and joined the Board of Administrative Appeals out of a desire to help his community believing it's his civic duty to do so;

WHEREAS, Mr. Goodbeer served with integrity and professionalism and brought a problem-solving mindset to his work on the Board; and

WHEREAS, the Board of Administrative Appeals is made up of five qualified individuals who discuss Municipal Code violation appeals using consensus decision-making, thus playing a crucial role in every citizen's right to due process;

WHEREAS, the City of Antioch encourages residents to become involved in their local community by serving in an advisory capacity on one of the various commissions, boards and committees; and

WHEREAS, the City of Antioch wishes to express the utmost appreciation for those citizens who volunteer, especially those who have served during the COVID-19 Pandemic.

NOW, THEREFORE I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby recognize and sincerely thank Darrell Goodbeer for his volunteer service on the City of Antioch's Board of Administrative Appeals.

JANUARY 11, 2022

LAMAR A. THORPE, Mayor

"Faith is taking the first step even when you don't see the whole staircase."

-Dr. Martin Luther King, Jr.







ANTIQCH CALIFORNIA **OPPORTUNITY LIVES HERE**



MON | JAN 17, 2022

9:00-11:00 AM

Let's work together to build a stronger

and cleaner Antioch!

PRE-REGISTRATION REQUIRED

activenet.active.com/antiochrecreation

Choose one of these locations to meet for litter clean up:

- > Antioch Community Park James Donlon Blvd
- > Gentrytown Park Monterey Drive
- > Prewett Community Park Lone Tree Way
- > Waldie Plaza 2nd Street across from City Hall

Bring work gloves.



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: 11:00 A.M. - 6:30 P.M.

Appointments for Testing Only

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.

Appointments Only(Vaccine Offered: One-dose and two-dose) CCHS

vaccine screening and consent forms for minors

ANTIOCH HEALTH CENTER – 1335 Country Hills Dr. Antioch

Monday - Friday: 8:00 A.M. - 4:30 P.M.

Appointments 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 <u>county testing locations</u> (until 11:30 a.m.). People without an appointment may have long wait times.
- <u>Testing for Work and School</u>: If you need regularly testing for work or school, please make an appointment or get tested through your healthcare provider. <u>Click here for information</u> <u>about getting a free COVID-19 vaccine.</u>





STAFF REPORT TO THE CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tasha Johnson, Youth Services Network Manager

APPROVED BY: Rosanna Bayon Moore, Assistant City Manager

SUBJECT: Youth Services Network - Build Antioch Workforce Design Studio

Presentation

RECOMMENDED ACTION

It is recommended that the City Council recieve the Build Antioch presentation.

FISCAL IMPACT

No fiscal impact.

DISCUSSION

Build Antioch was a 90-hour summer paid virtual architecture and design internship delivered in partnership between the City of Antioch and the Architectural Foundation of San Francisco (AFSF). The program consisted of 20 young adults ages 18-24. The program exposed and prepared young adults for entry into meaningful work by learning basic workplace skills and acquiring technical knowledge. Participants received training in multiple high-end professional-grade software platforms and worked in teams to prepare and present digital solutions to real-world problems. After an orientation period, participants met with private firms twice a week and each participant received one-on-one mentoring by a STEM professional. Throughout the program, participants learned "soft skills" for a successful career search, and received support in navigating their job search, creating a professional on-line presence including a resume, and/or support in the college application process. AFSF curricula are aligned with California state educational standards. All classes were taught by a fully credentialed instructor.

Participants were exposed to the following topics:

- High-End 3D Digital Design Skills, including
 - Autodesk Revit
 - 3DS Max
 - Fusion 360

- Lumion

- Design Principles

- Design thinking
- Collaborative iterative process
- Metrics and analytics
- Scale sketching and modeling

- Soft Skills for Success in a New Job

- Basic computing:
 - Microsoft Office
 - Google Docs
- Creating and giving presentations
 - using PowerPoint and/or Prezi
- Interviewing

- Significant Experience in a Professional Setting

- A pattern of positive work habits
- Familiarity, comfort, and confidence in a professional setting
- A network of professional contacts

Body of work to demonstrate their skills to employers

- A portfolio of their original creative digital design work
- A certificate of completion
- A resume
- A positive web presence

ATTACHMENTS

A. PowerPoint Presentation

Reinvigorating Downtown to Create Social Spaces & Economic Opportunities

Welcome & Introductions

The Antioch Workforce Design Studio Team Presenters

- Ivan Clark
- Lara Daghlian
- Anna Stuart
- Delci Smith

- Chris Abner
- Cesar Avila
- Dylan Cagadoc

An Urban Design Project

Downtown Antioch:
A Place Where Antioch Residents Can
Live
Work
&
Build Community

Design Strategy & Goals

Diversity
Growth
Interconnectedness
Sustainability

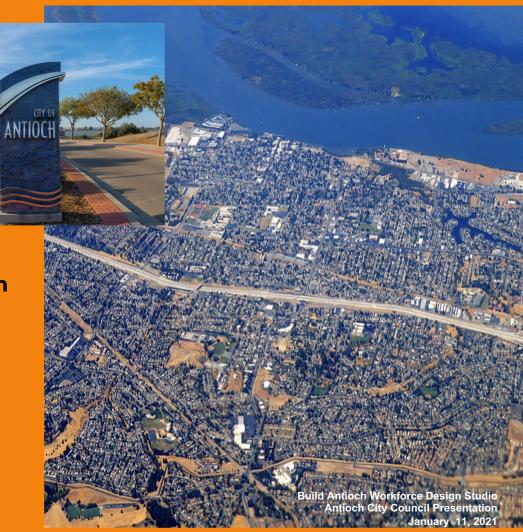
This project was developed over 6 weeks of design studio intensive in Summer 2021. The goal was to embrace **Blue Sky Thinking** for developing design strategies to Reinvigorate, Restart, and Recharge the social and economic life of Downtown Antioch. Instead of focusing on a single improvement, the Antioch Workforce Design Team chose an integrated and holistic urban design strategy. This strategy creates a more diverse downtown and focuses on interconnectedness for a healthier, more sustainable downtown community.

"This urban design project supports the Northern Waterfront Initiative & takes an integrated approach and builds on the current energy of Downtown Antioch. It builds on that energy and envisions an even stronger and more vibrant place for Antioch residents.

The Big Idea

5 Components of the Urban Design Project

- 1. Sustainable Landscape Design
- 2. Commercial Development
- 3. New Residential Units
- 4. Historic Preservation
- 5. Recreational Sites



1. Landscape Architecture

Making Antioch
Bright
and
Beautiful
and
Sustainable

- Landscape Architecture is the design of outdoor areas, to create and promote a natural environment.
- It is important to keep in mind the climate in which the area is
- Antioch Hardiness Zone 9b.
- Antioch has a semi-arid climate



Project Design Strategy

STRATEGY 3

Low Maintenance

Succulent Garden



STRATEGY 1

Plant Native Plants

Carpenteria
California

(Bush Anemone)

STRATEGY 4

Perennials v. Annuals for Year-Round Color

Annuals live for one season



Perennials return for several seasons

STRATEGY 2

Drought Resistant

Ribes sanguineum glutinosum

(Pink Flowering Currant)



STRATEGY 5

Bring Color & Beato Downtown



Bougainvillea, Spectabilis

Build Antioch Workforce Design Studio Antioch City Council Presentation January 11, 2021

2. Commercial Development

A New Plaza for
Antioch:
Making Downtown a
Destination for Business
&
Entertainment



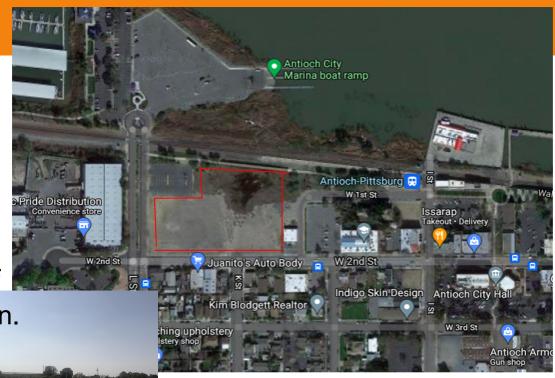




Build Antioch Workforce Design Studio Antioch City Council Presentation January 11, 2021

Design Program

The site is large and undeveloped and located Downtown. It's close to the Marina boat ramp, includes ample access to public transport, as well as plenty of parking all over the Downtown.



Design Program

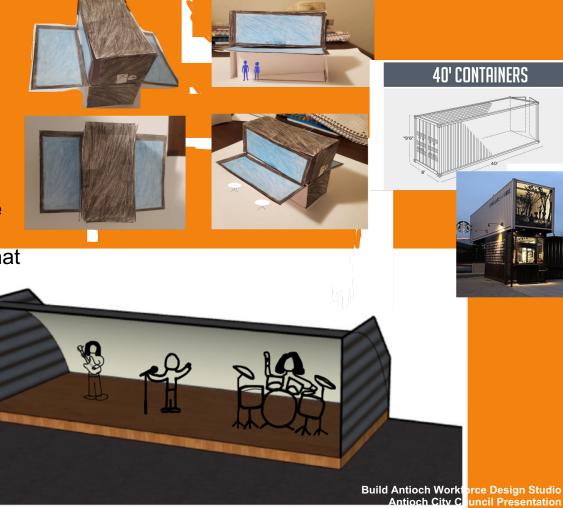
The Plaza includes a variety of program elements:

- Café
- Bar
- Stage/Performance Space
- Marketplace,

 other program elements that will support the smooth







January 11, 2021

Design Program

The variety of program elements will not only provide a pleasant experience but also accommodate guests for different activities.



3. New Residential Units

Making the Dream of Better Living a Reality











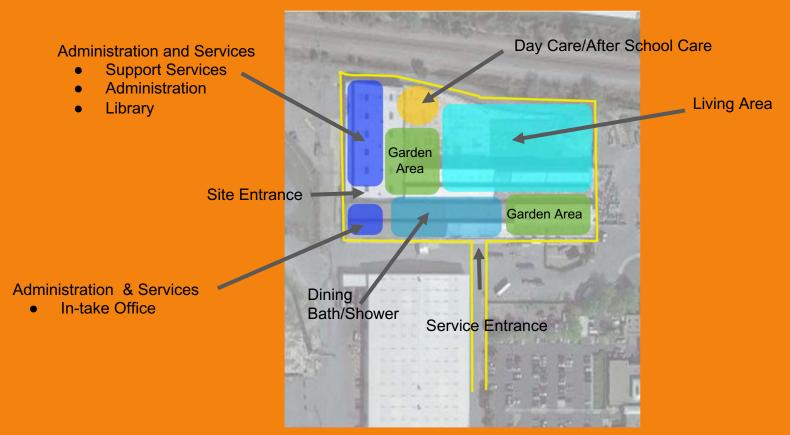
Project Program: 2 Residential Projects in Downtown Antioch

Project 1
1200W 4th Street
Temporary/Transitional
Housing for Houseless
Residents

Project 2
1023 W 2nd St
2-Bedroom Townhomes
at the New Downtown
Plaza



Temporary/Transitional Housing



Site Planning Diagram

Build Antioch Workforce Design Studio Antioch City Council Presentation January 11, 2021

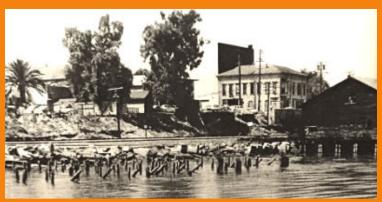
Accessible Housing 2-Bedroom **Townhouse Units** 2-BR 2-BR 2-BR Unit Unit Unit All 6 Units are 2nd Storey Street Access to With Balconies and Have **Tenant Parking &** 2nd Storey Shared Elevator Access to Views Tenant Garden Area 2nd Storey Units 2-BR 2-BR 2-BR Unit Unit Unit

Build Antioch Workforce Design Studio Antioch City Council Presentation January 11, 2021

4. Historical Preservation



Restoring the Architectural and Social History of Antioch





- Displaying more historical context around Downtown Antioch.
- Promote historical landmarks that show more history about Antioch's origins.
- Creating more social awareness and acknowledgement of Antioch's darker history of Chinatown.

Proposals (1)

- The Historical Team's first set of proposed ideas is to be able to restore the Roswell Butler Hard House, while also bringing awareness to Downtown Antioch's forgotten Chinatown.
- With the Roswell Butler Hard House being restored; The Historical Team suggests
 the idea of turning the old foundations of the house into an extension of the preexisting Antioch Historical Museum.

Antioch Historical Museum in the past.





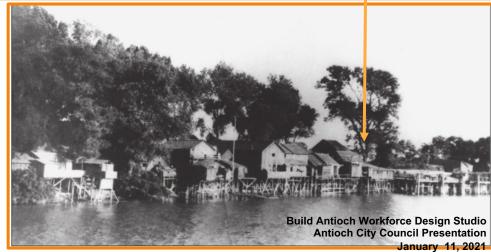
Build Antioch Workforce Design Studio Antioch City Council Presentation January 11, 2021

Proposals (2)

- The Historical Team's second set of proposed ideas is to make a functional, permanent, public, historical exhibition of what is left of the old Chinatown foundations near the pier.
- This exhibition will have informative boards and give insight on Antioch's boathouse shantytown that once existed within the Downtown.
- Various plaques will also be implemented around the sidewalks commemorating historical events and places that happened or existed within Downtown.



(What the Chinatown Boathouses could have looked like...referencing the Boathouses in Courtland, CA)



5. Recreational Sites



ACKNOWLEDGE ANTIOCH CONTRACTOR ANTIOCH

Create diverse community spaces in Downtown where residents people can enjoy the outdoor space of their city.

Create a sense of community by bringing more life and attention to the Downtown Antioch area by designing accessible, community meeting spaces.

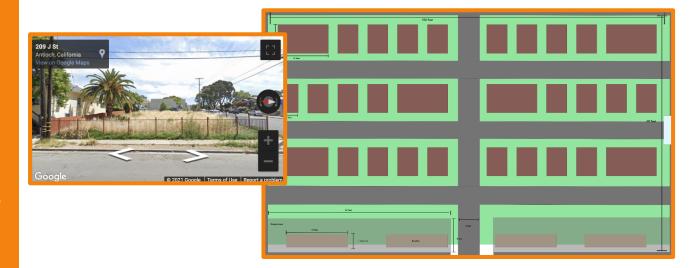
7 Project Sites

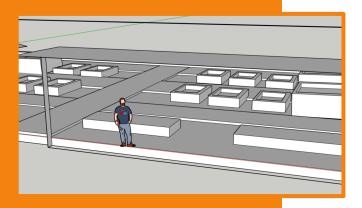
- 209 J Street community garden
- □ 101 | Street basketball court & public art mural
- □ 340 W 2nd Street skatepark/dog park/neighborhood park
- Waldie Plaza walkway/seating
- □ 665 W 2nd Street parklet
- 800 W 2nd Street neighborhood park/seating
- Birthplace of Antioch green space/park/seating

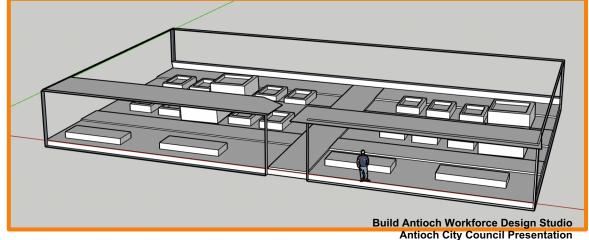


Downtown Community Garden Proposal

The garden boxes, benches, shade, provide residents a place to meet, work together, and enjoy a shared community activity.



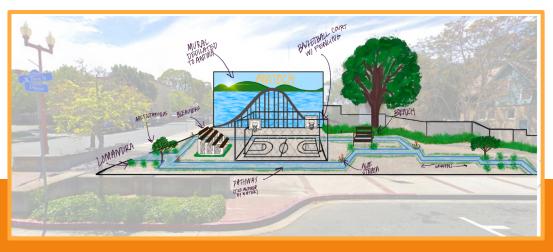




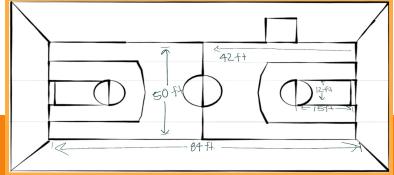
January 11, 2021

101 | Street - Basketball Court

Turning what was a blank, unused space into an energized neighborhood meeting place for basketball and community.







340 W 2nd Street "Rivertown Park"

What had been a neglected empty lot is transformed into a multiuse park for Antioch residents.



Acknowledgements

Antioch City Council for your time this evening

The Designers

The Antioch Workforce Design Studio Team Summer 2021

- Chris Abner
- Cesar Avila
- Dylan Cagadoc
- Ivan Clark
- Lara Daghlian

- Fernando Herrera
- Earl Hudson
- Amari Joyner
- Giselle Schenk
- Marcellus Duncan
- Jamal Farrell
- Brandon Frise
- Ricky Fragoso
- Natalie Gutierrez

- Delci Smith
- Anna Stuart
- Angel Villagran Munoz
- Patricia Villanueva
- Noe Yanez

Antioch
Workforce
Program Leaders
&
Program Cohorts

Tasha Johnson, Youth Services Network Manager, City of Antioch Brad Helfenberger, Director Parks and Recreation, City of Antioch Travis Abner, Youth Advisor, City of Antioch Alan Sandler, Executive Director, AFSF/Architectural Foundation of San Francisco
Trish Callo, Instructor/Teaching Designer
Fred Werner, Lead Teacher, AFSF/Architectural Foundation of San Francisco

August 2021
Review Panel

Lamar Thorpe, Mayor, City of Antioch

Kwame Reed, Director, Economic Development Department, City of Antioch

Forrest Ebbs, Director, Community Development Department, City of Antioch

Federal Glover, District 5 Supervisor (chair of the Ad Hoc Committee on the Northern Waterfront Economic Development Initiative Strategic Action Plan)

Amalia Cunningham, AICP, Assistant Deputy Director, Department of Conservation and Development, Contra Costa County

Gary W. Craft, Managing Principal, Craft Consulting Group, Lafayette, CA (primary consultant on the Northern Waterfront Economic Development Initiative Strategic Action Plan)

Maria De Alva, Public Realm Coordinator, City Design, Citywide Planning Division, San Francisco Building Department

Summer 2021
Internship Mentors
for working with us
each week and
sharing your
professional
experience

Michael Bland, AEI Engineering Maria Danielides, Maro Studio Catherine Davis, Geddes Ulinskas Architects Sudha Hajeda, ARUP Leslie Laskin Reese, Y.A. Studio Steve Lawler, BCI Construction Caroline Lebar, LMS Architects Megan Liza, John Lum Architecture Emma Luo, Page Turnbull Ross McCarthy, SF Waldorf School David Nakabayashi, Industrial Light and Magic Paul Pasqariello, TEF Design Maryam Rostromi, TEF Design Aisha Sawatsky, Page Turnbull Yitong Zhang, Kiesel Design

Q&A

CITY COUNCIL MEETING

Special/Regular Meeting 7:00 P.M.

November 9, 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). 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, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: https://www.antiochca.gov/speakers or by dialing (925) 776-3057.

4:00 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATORS This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit, Management Unit, and Treatment Plant Employees' Association.
- 2. PUBLIC EMPLOYEE APPOINTMENT TITLE: INTERIM CITY MANAGER. This closed session is authorized pursuant to Government Code section 54957.
- 3. CONFERENCE WITH LABOR NEGOTIATORS This Closed Session with the City's Labor Negotiator is authorized by California Government Code section 54957.6; City designated representative: Nickie Mastay, Administrative Services Director; Unrepresented Employee: Interim City Manager.

5:30 P.M. – SPECIAL MEETING/STUDY SESSION

Mayor Thorpe called the meeting to order at 5:34 P.M., and City Clerk Householder called the roll.

Present: Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem

(District 4) Wilson and Mayor Thorpe

Absent: Councilmember District 1 Torres-Walker

<u>A</u> 01-11-22

SM-1. REDISTRICTING IN ANTIOCH: DRAFT REDISTRICTING MAPS

Jane Hood, representing Q3 Data & Research, demonstrated the redistricting tool and presented the staff report dated November 9, 2021, recommending the City Council 1) Receive the redistricting presentation and public comment on the draft redistricting maps; and 2) Provide feedback and direction to the demographer on drafting the redistricting maps.

Mayor Thorpe explained that the maps shown this evening were only examples, not final maps.

PUBLIC COMMENT

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

Mark Jordan provided written comment in support of drawing a boundary line along Lone Tree Way, between districts 3 and 4.

Alicia Rinne provided written comment expressing concern that the interactive map was not available until November 4, 2021, and it was difficult to navigate and not available in Spanish. She also felt the examples given divided communities of interest and favored a Councilmember.

Jack Rinne provided written comment expressing concern that the interactive map was difficult to navigate and not available in Spanish. He supported drawing the boundary lines along major arterials and opposed drawing lines favoring Councilmembers.

Jennifer and Sam Bunch and Michael provided written comment expressing concern that the boundary lines drawn had favored a Councilmember and suggested boundary lines be drawn along Lone Tree Way.

Marilyn Ferguson provided written comment in support of map A.

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

Harry Thurston, Antioch resident, spoke in support of map A.

Mayor Thorpe explained the maps presented this evening were drawn by the consultant. He clarified the current boundary lines had been in place since 2018, and now the district lines were being redrawn because of overpopulation in district 3.

Councilmember Ogorchock stated that the mapping tool was difficult to use.

In response to Councilmember Ogorchock, Ms. Hood, using the mapping tool, drew a district map with a line down Lone Tree Way to Hillcrest Avenue and boundaries along the Canada Valley/Laurel Road area. She explained that the map options presented this evening followed Council's direction to create options that balanced districts 3 and 4 while meeting all criteria. She noted drawing maps along Country Hills and Boulder deviated from communities of interest.

Councilmember Ogorchock stated she was concerned that three map options were posted online, and only two maps were included in the agenda packet. She requested the city send public notices for this item to all Antioch residents and all materials be provided in English and Spanish. She discussed the importance of following redistricting guidelines.

Mayor Thorpe reiterated that the maps presented this evening were the first iteration following Council's direction and the process would allow for residents to submit their comments.

Councilmember Barbanica reported he had received feedback from residents regarding how difficult it was to navigate the mapping tool. He also supported the city providing all materials in Spanish.

Ms. Hood clarified that the public would be using a simplified online districting tool. She stated if there was Council consensus, they would provide all the information in Spanish.

Councilmember Ogorchock requested staff conduct additional public outreach.

Mayor Thorpe reminded the public that there had been a lot of discussion in the past related to the districting process because residents in district 1 felt they had not been represented on Council and many others opposed the districting process.

Council consensus supported adding Councilmember Ogorchock's map option drawn this evening, for future consideration.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adjourned the Special Meeting/Study Session at 6:08 P.M.

7:00 P.M. – REGULAR MEETING

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

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3

Ogorchock and Mayor Thorpe

Absent: Mayor Pro Tem (District 4) Wilson (arrived at 7:05 P.M.)

PLEDGE OF ALLEGIANCE

Councilmember Barbanica led the Pledge of Allegiance.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: #1 CONFERENCE WITH LABOR NEGOTIATORS, no reportable action, #2 PUBLIC EMPLOYEE APPOINTMENT – TITLE: INTERIM CITY MANAGER, direction given to

Administrative Services Director Mastay; and **#3 CONFERENCE WITH LABOR NEGOTIATORS**, direction given to Administrative Services Director Mastay.

1. INTRODUCTION OF NEW EMPLOYEES

City Manager Bernal introduced Agenda Item #1.

City Clerk Householder announced that Councilmember Wilson arrived at 7:05 P.M.

Director of Public Works/City Engineer Samuelson introduced Edrees Argand, Assistant Engineer, Triston Wara, Fleet Service Technician and Dietrich Blalock, Collection Systems Worker I, who thanked Director of Public Works/City Engineer Samuelson for the introduction and stated they looked forward to serving the city.

Matthew Groover, Water Distribution Operator I and Simon Kemp, Equipment Operator, were not in attendance for introductions this evening.

Director of Community Development Ebbs introduced Sani Kolokihakaufisi and Laurentino Padilla, Code Enforcement Officers, who thanked the City Council for the introduction and stated they looked forward to serving the city.

Director of Parks and Recreation Helfenberger introduced Elita Hutchins and Hilda Pacheco, Recreation Programs Coordinators, who thanked the City Council for the introduction and stated they looked forward to serving the city.

Catriona Cottle and Jessie Naval, Police Dispatchers, were not in attendance for introductions this evening.

Mayor Thorpe welcomed and congratulated the new and promoted employees. He recognized staff for hiring quality employees.

2. PROCLAMATION

National Alzheimer's Disease Awareness Month, November 2021

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

Director of Parks and Recreation Helfenberger on behalf of community partners and those living with Alzheimer's disease, thanked the City Council for the *National Alzheimer's Disease Awareness Month* proclamation and discussed resources available in Antioch.

Mayor Thorpe offered his support to the caregivers of Alzheimer's patients.

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community events:

- CONTRA COSTA HEALTH SERVICES FREE COVID-19 VACCINES
- ➤ VETERAN'S DAY HONORING THE WAR HERO, November. 11, 2021

Mayor Thorpe reported he was currently attending a conference with Councilmember Wilson, and they would not be able to attend the Veteran's Day event. He announced he would be holding his turkey giveaway at 5:00 P.M. on November 19, 2021.

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- Police Crime Prevention Commission: Four (4) vacancies: deadline date is November 12, 2021
- ➤ Sales Tax Citizens' Oversight Committee: One (1) vacancy: deadline date is November 24, 2021

She reported applications were available at: www.bit.ly/ApplyAntioch or on the City's website. She encouraged youth ages 14-17, to apply.

PUBLIC COMMENTS

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

Laura Young provided written comment announcing that Antioch residents could sign the recall petition for Ellie Householder at 6:00 P.M. on November 10, 2021, at Deer Valley High and 11:00 A.M. on November 15, 2021, at Lowes in Antioch. Contact information was given.

Mark Jordan provided written comment expressing concern regarding the process for submission of the recall paperwork for Mayor Thorpe. He called for the censure of City Clerk Householder and requested Council direct her to deliver all documents and communications in a timely manner.

Sal Sbranti provided written comment questioning if the City had used imminent domain for property located on Sycamore Drive. He requested crime statistics and information related to the apprenticeship program for the Sycamore area.

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

Leslie May announced November was National Native American Heritage Month and she invited the Council to attend the Contra Costa County Mental Health Commission meeting on December 1, 2021.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Violence Prevention and Intervention Ad Hoc Committee meeting. She announced their next meeting would be held on November 15, 2021.

Councilmember Barbanica announced Adopt-A-Family opened for local families. Contact information was provided.

Councilmember Wilson announced Delta Diablo would be meeting next week and Tri-Delta Transit would be meeting December.

MAYOR'S COMMENTS – None

- 5. CONSENT CALENDAR
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 28, 2021
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 12, 2021
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR OCTOBER 16, 2021
- D. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 26, 2021
- E. APPROVAL OF COUNCIL WARRANTS
- F. <u>RESOLUTION NO. 2021/171</u> PHOTOMETRIC STUDY FOR STREET LIGHTING (P.W. 700-3)
- G. <u>RESOLUTION NO. 2021/172</u> LIBRARY MAINTENANCE AND SERVICE AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH

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

PUBLIC HEARING

6. NATURAL SUPPLEMENTS CANNABIS FACILITY (UP-20-01, AR-20-01)

Director of Community Development Ebbs recommended a continuance of this item at the request of the applicant.

Mayor Thorpe opened the public hearing.

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

Brent Jolley, Land Use Counsel representing the Applicant, stated he submitted the request for a continuance, so they supported the recommended action this evening.

Mayor Thorpe closed the public hearing.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously continued Agenda Item #6 Natural Supplements Cannabis Facility.

7. PUBLIC NOTICE OF INTENT TO ADOPT THE EAST CONTRA COSTA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN (P.W. 704-3)

Director of Public Works/City Engineer Samuelson presented the staff report dated November 9, 2021, recommending the City Council adopt a resolution adopting the East Contra Costa Subbasin Groundwater Sustainability Plan.

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

Councilmember Wilson spoke in support of the resolution adopting the East Contra Costa Subbasin Groundwater Sustainability Plan and requested Antioch be part of the discussions moving forward.

RESOLUTION NO. 2021/173

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution adopting the East Contra Costa Subbasin Groundwater Sustainability Plan.

COUNCIL REGULAR AGENDA

8. APPOINTMENT OF INTERIM CITY MANAGER, APPROVAL OF EMPLOYMENT AGREEMENT, AND AUTHORIZATION OF THE MAYOR TO SIGN THE AGREEMENT

Administrative Services Director Mastay presented the staff report dated November 9, 2021, recommending the City Council adopt a resolution: 1) Appointing Cornelius Johnson as Interim City Manager; 2) Approving the Interim City Manager Employment Agreement; and 3) Authorizing the Mayor to sign the Interim City Manager Employment Agreement.

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

Captain Crunch provided written comment in support of appointing Assistant City Manager Bayon Moore as City Manager and suggested Councilmembers Wilson and Torres-Walker and Mayor Thorpe recuse themselves from voting on this item.

Mark Jordan, Antioch resident, provided written comment expressing concern that the appointment of Cornelius Johnson as Interim City Manager appeared as a payback for campaign donations and event sponsorship. He suggested Councilmember Wilson, Mayor Thorpe and Councilmember Torres-Walker recuse themselves from voting on this item.

Sal Sbranti provided written comment in support of appointing Assistant City Manager Bayon Moore as City Manager. He expressed concern that the appointment of Cornelius Johnson as Interim City Manager appeared as a payback for campaign donations and event sponsorship.

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

Deborah Hicks and Leslie May spoke in support of the appointment of Cornelius Johnson as Interim City Manager.

Councilmember Barbanica stated Mr. Johnson was his friend and someone who wanted better for Antioch. He thanked him for his years of public service. He felt Assistant City Manager Bayon Moore should have been brought up into the Interim City Manager position. He felt this appointment was premature and requested HR or a consultant be involved in the recruitment process. He thanked Mr. Johnson for his interest and public service.

Councilmember Ogorchock shared her appreciation for Mr. Johnson and his interest in becoming the Interim City Manager. She stated she did not believe his qualifications aligned with the City Manager at this time and agreed with Councilmember Barbanica.

Councilmember Torres-Walker stated she had received feedback from individuals who believed Mr. Johnson would be a good Interim City Manager. She noted if he could work objectively with every Councilmember during the transition period, then she was prepared to support his appointment. She further noted she was not sure how often qualifications were challenged for applicants who were not people of color.

Councilmember Wilson recognized Mr. Johnson for working hard, being objective and expressing interest in public service. She believed he would do a good job leading the city through the transition period.

Mayor Thorpe reported Council had discussed a term of one-year, starting at step A for City Manager, with a start date of as soon as possible contingent upon a background check. He explained he no longer agreed to the terms previously discussed and now believed the Interim City Manager should maintain full authority of the office.

A motion was made by Councilmember Wilson, seconded by Councilmember Torres-Walker to adopt the resolution 1) Appointing Cornelius Johnson as Interim City Manager; 2) Approving the

Interim City Manager Employment Agreement for one (1) year, compensation of Step A (\$20,137) with a proposed start date contingent on a background check; and 3) Authorized the Mayor to sign the Interim City Manager Employment Agreement.

Discussion ensued regarding the motion with Councilmember Wilson clarifying that the appointment would be contingent upon successful passage of a background check.

Mayor Thorpe explained that given previous discussions, he no longer supported limiting the Interim City Manager's hiring of department heads.

Councilmember Barbanica expressed concern regarding previous inference that there was something other than qualifications and a background that was causing question. He stated his only concern was what was best for the city and his district.

In response to Councilmember Ogorchock, City Attorney Smith clarified that the motion and contract would allow the Interim City Manager to hire a Police Chief.

Councilmember Torres-Walker stated that she originally did not feel an Interim City Manager should have the authority to hire department heads; however, after further reflecting there had not been any limitations of authority in the past and she did not want to set precedents.

RESOLUTION NO. 2021/174

A vote taken on the previous motion to adopt the resolution 1) Appointing Cornelius Johnson as Interim City Manager; 2) Approving the Interim City Manager Employment Agreement for one (1) year, compensation of Step A (\$20,137) with a proposed start date contingent on the background check; and 3) Authorize the Mayor to sign the Interim City Manager Employment Agreement, passed. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe Noes: Barbanica, Ogorchock

9. PRESENTATION AND DISCUSSION ON PROPOSED UPDATES TO THE ANTIOCH MUNICIPAL CODE SECTION 6-3 FOR IMPLEMENTATION OF SENATE BILL (SB) 1383

Environmental Resource Coordinator Haas-Wajdowicz presented the staff report dated November 9, 2021, recommending the City Council receive an overview on the draft updates to the Antioch Municipal Code Section 6-3, discuss, and provide direction to staff.

In response to Council, Environmental Resource Coordinator Haas-Wajdowicz clarified that the city could cite residents for throwing items in the incorrect container; however, their goal was compliance. She noted they were currently working with Republic Services on education and outreach as well as plans for launching the program.

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

Leslie May thanked Environmental Resource Coordinator Haas-Wajdowicz for the presentation and explained that she had participated in this program in Livermore, and it was very successful.

10. ECONOMIC DEVELOPMENT FAÇADE IMPROVEMENT PROGRAM PILOT

Director of Economic Development Reed introduced Economic Development Program Manager Zepeda who presented the staff report dated November 9, 2021, recommending the City Council adopt the resolution approving the 2021 Façade Improvement Program for an amount of \$60.000.

The City Council thanked Economic Development Program Manager Zepeda for the presentation and spoke in support of the program as well as its future expansion.

In response to Councilmember Ogorchock, Economic Development Program Manager Zepeda confirmed that her future presentation would utilize photos of Antioch businesses.

In response to Mayor Thorpe, Director of Economic Development Reed explained that this would be a reimbursable program and once it was underway, they would return to Council with a request for additional funding.

RESOLUTION NO. 2021/175

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution approving the 2021 Façade Improvement Program for an amount of \$60,000.

11. UPDATE ON THE PLANNING AND DESIGN OF POTENTIAL MUSEUM EXHIBITS AND RELATED PURSUITS

Assistant City Manager Bayon Moore presented the staff report dated November 9, 2021, recommending the City Council accept the staff update.

Mayor Thorpe reported they had worked with the Antioch Historical Society to develop a process similar to an RFP/RFQ and candidates were interviewed. He noted they were recommending one candidate to bring forward for Council's support. He further noted the city working collaboratively with the Antioch Historical Society was important to the process of building cultural experiences and he recognized Assistant City Manager Bayon Moore for being a great ambassador.

12. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE AND DETERMINING WHETHER THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES WILL KEEP TELECONFERENCE ACCESS TO PUBLIC MEETINGS WHEN IN-PERSON ATTENDANCE AT PUBLIC MEETINGS RESUMES

City Attorney Smith presented the staff report dated November 9, 2021, recommending the City Council: 1) Provide direction to staff concerning whether the City Council wishes to provide "hybrid meetings" including in-person and teleconference public participation or in-person meetings without public participation via teleconference. 2) Adopt the resolution Authorizing Remote Teleconference/ Virtual Meetings of the Legislative Bodies of the City of Antioch incorporating the City Council's decision to conduct either: a. Hybrid meetings with teleconference or b. In-person meetings without public participation via teleconference (and specifying an end date).

In response to Councilmember Ogorchock, City Attorney Smith explained the process for hybrid and in-person meetings.

City Manager Bernal added that maintaining full zoom and in-person meetings would require additional staffing; however, if it was a matter of having a telephone line available, it could be done with staffing of the current committee or commission.

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

Leslie May spoke in support of "hybrid meetings" including in-person and teleconference public participation.

Following discussion, Council consensus supported "hybrid meetings" including in-person and teleconference public participation for City Council meetings. They also supported adopting a system where public comments submitted in writing were entered into the record and not read during the meeting. They noted each Board/Commission/Committee could determine the type of meeting they wanted to conduct.

Mayor Thorpe explained that whether public comments were read into the record or part of the record, everyone's voice would be treated equally.

RESOLUTION NO. 2021/176

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution Authorizing Remote Teleconference/Virtual Meetings of the Legislative Bodies of the City of Antioch incorporating the City Council's decision to conduct hybrid meetings with teleconference.

PUBLIC COMMENTS

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Andrew Becker requested the City Council support affordable housing and Project Homekey.

Leslie May requested the City Council support the Housing That Heals program.

STAFF COMMUNICATIONS

City Manager Bernal announced the next Council meeting would be a Special meeting at 5:00 P.M. on November 16, 2021, and the Council's first in-person/hybrid meeting would be on November 23, 2021, in the newly renovated Council Chambers.

COUNCIL COMMUNICATIONS

Councilmember Torres-Walker thanked the City Council for their input this evening. She honored indigenous people and her ancestors. She expressed concern regarding evictions and the lack of affordable housing in Antioch. She voiced her support for adopting policies that would keep families in their homes. She requested Council discuss the Project Homekey and Housing That Heals programs as well as additional staffing for the Community Development Department.

Councilmember Barbanica encouraged residents facing eviction or unable to pay rent utilize the California COVID-19 rent relief program.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 9:21 P.M.

<u>Kitty Eiden</u> KITTY EIDEN, Minutes Clerk

Respectfully submitted:

CITY COUNCIL MEETING

Special Meeting 5:30 P.M.

November 16, 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). 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, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: https://www.antiochca.gov/speakers.or-by-dialing (925) 776-3057.

5:00 P.M. - CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION pursuant to Government Code section 54956.9: DAVID L. COOK, Plaintiff, v. MARCOS TORRES, et al., Defendants, United States District Court for the Northern District of California, Case No. 4:19-cv-01270-PJH.

5:30 P.M. - SPECIAL MEETING

Mayor Thorpe called the Special meeting to order at 5:31 P.M., and City Clerk Householder called the roll.

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

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.

PLEDGE OF ALLEGIANCE

Councilmember Ogorchock led the Pledge of Allegiance.

OPENING REMARKS BY MAYOR AND CITY COUNCIL

Mayor Thorpe reviewed the topics for the Special Meeting Agenda.

COUNCIL REGULAR AGENDA

1. SESQUICENTENNIAL CELEBRATION NEXT STEPS

City Manager Bernal introduced Regular Agenda Item #1.

Director of Parks and Recreation Helfenberger presented the staff report dated November 16, 2021, recommending the City Council consider the options for the provision of Sesquicentennial Events and provide direction.

Joy Motts, Tammy Larson and Michael Gabrielson, Celebrate Antioch Foundation, stated they were available to answer any questions this evening and explained that they believed the city would be hosting the Sesquicentennial Celebration events; however, due to the pandemic they had been asked to help facilitate these efforts because of their experience in organizing large events.

In response to Councilmember Wilson, Ms. Motts explained initial planning efforts were related to gathering sponsorships and an event held regarding these efforts had been very successful. She reported they were working with the Antioch Historical Society, Kiwanis, Women's Club, Delta Veteran's Group, Rotary, Chamber of Commerce and El Campanil Theatre. She explained that they were an all-volunteer organization opened to anyone willing to help with this event.

Councilmember Wilson encouraged Celebrate Antioch Foundation to reach out to youth groups and faith-based organizations.

Ms. Motts explained that they typically had a lot of involvement from youth in their events and Director of Parks and Recreation Helfenberger had reached out to the Superintendent of the Antioch Unified School District to find out if they wanted to participate.

Tammy Larson added that they had also reached out to the indigenous community. She encouraged Council to refer interested organizations to the Celebrate Antioch Foundation.

Mr. Gabrielson added that they were opened to working with any organization. Contact information was provided.

Councilmember Barbanica thanked the Celebrate Antioch Foundation.

In response to Councilmember Barbanica, Ms. Motts provided a detailed list of activities that would occur during the planning process. She stated the work would be distributed equally among their four board members at approximately 15-20 hours per person per week.

Councilmember Ogorchock thanked the Celebrate Antioch Foundation (CAF) for the work they had accomplished and noted that she attended meetings and understood their involvement.

In response to Councilmember Ogorchock, Ms. Motts reported they had raised over \$39k. minus expenses at their sponsorship event. Director of Parks and Recreation Helfenberger explained

that the budget illustrated how the requested funds would be spent. He noted the free day at the water park would be paid for through existing operational funds. He further noted it would result in a loss of revenue; however, it would not be an additional expenditure on top of operations already planned.

Councilmember Torres-Walker thanked the CAF for their work and noted it was an ambitious timeline for events. She questioned if it would be possible to scale down the list of activities.

Ms. Motts responded that it was ambitious, and they had put a lot of planning into the celebrations. She noted there were other organizations that would be involved in taking on tasks. She further noted that they believed the City deserved a great celebration.

Mr. Gabrielson thanked Councilmember Torres-Walker for acknowledging their work and noted their goal was to surpass last year's 4th of July event.

Councilmember Barbanica commented that initially he was not supportive of the admin fee; however, after listening to the presentation this evening he was in support.

Councilmember Ogorchock stated she was excited about the events and that they were planned to be held throughout Antioch. She stated after the presentation on how the administrative fee would be shared among members, she was in support.

Councilmember Torres-Walker stated she was excited about all the events. She explained that the lack of process and transparency regarding the expenditure of public funds was a challenge.

Mayor Thorpe explained that an accounting of funds would be required, and he thanked the Celebrate Antioch Foundation for their work on these efforts. He reminded the public that the Celebrate Antioch Foundation came into existence because the city lacked funds to host cultural activities. He explained that the Civic Enhancement Grant process was developed to facilitate transparency with regards to the expenditure of city funds. He noted the Celebrate Antioch Foundation came forward when there was inaction by the City Council. He spoke in support of moving forward as expeditiously as possible and the Celebrate Antioch Foundation tracking their expenditure of funds.

Ms. Motts added that the grant process involved providing a profit and loss, and bank statements. She noted their tax information was also available.

City Manager Bernal clarified that the total request was for \$145,000 and if supported by Council the funding would come back for authorization on November 23, 2021, as part of the Finance Director's budget discussion item.

Following discussion, the City Council consensus supported allocating the expenditure of \$145,000, including a \$25,000 administrative fee, to the Celebrate Antioch Foundation with a mid and final year fiscal and outcome report.

Mr. Gabrielson thanked the Council for their support of the Celebrate Antioch Foundation and stated they looked forward to putting on a great and inclusive event.

2. HOUSING POLICIES – RENT CONTROL AND TENANT PROTECTIONS

Mayor Thorpe introduced Agenda Item #2.

Councilmember Ogorchock requested this item be pulled and brought back at the next meeting since there was a presentation and the California Apartment Association and Delta Association of Realtors had not been invited to the conversation.

Mayor Thorpe explained that Council would not be making a final decision this evening and the Alliance of Californians for Community Empowerment just wanted to discuss rent control. He further noted they could have the Apartment Association and Delta Realtors present at a future meeting.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Barbanica to pull this item for a later date so the California Apartment Association and Delta Association of Realtors could have the opportunity to come forth with a presentation at the same time on all items. The motion failed by the following vote:

Ayes: Barbanica, Ogorchock

Noes: Torres-Walker, Wilson, Thorpe

Mayor Thorpe reiterated that this item could be brought back at the next meeting for a presentation from the California Apartment Association and Delta Association of Realtors. He noted this item was informational only.

Assistant City Manager Bayon Moore presented the staff report dated November 16, 2021, recommending the initiating Council Members lead a discussion of the policy topics, including a presentation by Alliance of Californians for Community Empowerment (ACCE), and the City Council provide staff direction based on the consensus of the governing body. She announced an interpreter was available this evening and live interpretation in Spanish could be provided if desired.

Leah Simon – Weisberg representing ACCE, provided a Local Tenant Protections, Just Cause for Evictions, Anti-harassment Ordinance and Rent Stabilization PowerPoint presentation. Ms. Simon-Weisberg provided the presentation in English and Spanish.

Councilmember Ogorchock commented that she did not have the complete presentation in her agenda packet.

Ms. Simon-Weisberg responded that the rent control item was added to the agenda, so she was asked to add that item to the presentation.

Due to the amount of speaker requests, Mayor Thorpe reduced speaker times to one and a half minutes.

The following public comments were read into the record in Spanish and translated to English by Interpreter Patricia Coronado.

Sabino Garcia, Brenda Lopez, Sandra Campos, Jossy Argenal, Marta Rivera, Maria Luisa Garcia and Martha Garcia, Antioch residents representing ACCE, and Luis Vargas, Antioch resident, provided written comment in support of anti-harassment and eviction ordinances as well as just cause and rent control ordinances for tenants.

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

Mark Jordan, Mark Murray, Lawrence and Irene Wong, Ernesto and Maria de la Rosa, Daniel Ashley, Calvin Wong, Antioch property owners, provided written comment in opposition to rent control in Antioch.

Raquel Maramag, Christina Morales, Carmen Ponce, Antioch residents representing ACCE, Donald Lang, Pittsburg resident representing ACCE, Destiny Bristow and William Goodwin representing ACCE, provided written comment in support of a tenant anti-harassment and stronger just cause for eviction ordinances.

Mark Pryor, Antioch property manager, provided written comment requesting the City take no action on the referenced topics.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Brendon O'Laskey, Antioch resident representing East County Regional Group, Debra Ballinger Executive Director Monument Impact, Myriam Saenz, Francisco Torres representing ACCE, Rhea Elina representing First 5 Contra Costa, Frank Sterling and Silvia Maravilla Vasquez spoke in support of rental protections in Antioch such as anti-harassment, rent stabilization and just cause for eviction ordinances.

Linda Dunn, Attorney representing Landlords in Contra Costa County, stated that state law provided for all points being discussed this evening. She requested this item be brought forward on another evening when the California Apartment Association could be present.

Tony Bravo representing Monument Impact read a written comment into the record from Sandra Torres, Antioch resident who indicated she had experienced tenant harassment.

Scott MacIntyre expressed concern that a moratorium on rent increases could cause him to raise rates and noted that the city should not involve themselves in his business.

Dr. Paschal Iwuh representing The African Network spoke in support of a balanced approached between tenants and landlords.

Rhovy Lyn Antonio representing the California Apartment Association, spoke in support of the city providing them with the opportunity to present on existing rental protections. She acknowledged Mayor Thorpe's comments that there would be an opportunity to present at a future meeting and noted they looked forward to that opportunity.

Mayor Thorpe reiterated that the city would invite some of the other organizations to come back to continue the conversation.

Councilmember Torres-Walker thanked ACCE for the presentation and the speakers this evening. She spoke about her experience with housing insecurity. She discussed the importance of everyone working together to focus on the most vulnerable and finding solutions to stabilize communities.

Councilmember Wilson stated that they wanted to protect the community and keep residents in their homes. She noted there were some landlords that were not complying with state mandates. She further noted she looked forward to hearing from other organizations.

Councilmember Barbanica suggested addressing only the landlords that were not complying with current regulations. He noted moratoriums would make it difficult for landlords to continue renting their properties.

Councilmember Ogorchock thanked everyone for their comments this evening. She reported local real estate agents had been contacted by property owners who expressed interest in selling their homes if any of the items discussed this evening were approved. She noted that that action would increase rents for remaining rental properties. She stated residents experiencing illegal actions by their landlords should be referred to legal services available through CDBG. She suggested the city sponsor an educational series on existing laws related to tenants' rights.

Mayor Thorpe stated he appreciated the presentation and comments this evening. He noted he was supportive of continuing the discussion with others regarding their perspective on these matters.

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

Angela Hamel, Antioch resident and business owner, reported she had received many calls regarding illegal evictions and tenant harassment. She supported additional funding for legal aid and educating the public on tenant rights.

Mayor Thorpe announced this item would be continued to a future Council meeting and he would work with City Manager Bernal on inviting the stakeholders to participate. He stated since Councilmembers Ogorchock and Barbanica were in the real estate field, he would request that they email their thoughts on who to invite to give presentations to Council.

In response to Councilmember Ogorchock, Mayor Thorpe stated that he wanted Council to hear from other presenters prior to having a discussion on an educational series on existing laws. He noted the public would have the ability to provide their comments at the next meeting.

Mayor Thorpe declared a recess at 7:52 P.M. The meeting reconvened at 8:02 P.M. with all Councilmembers present.

3. LOCAL PURCHASING ORDINANCE

Councilmember Ogorchock explained her goal was to ensure local businesses had an opportunity to bid on items the city procured, and that the city would have the opportunity to hire local businesses. She noted that after researching and discussing the possibility of a local purchase ordinance with staff she believed it was not a viable option at this time.

City Attorney Smith reported the city had previously considered this item and facts stated from the previous City Attorney remained relevant.

Council consensus supported withdrawing this item for consideration.

4. LOCAL PREFERENCE FOR MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

Councilmember Wilson reported she had researched local preference for minority and women owned business enterprises; however, given the information she had received, she was now requesting the city provide a technical assistance program to support businesses through the public contracting process.

Director of Public Works/City Engineer Samuelson explained when the city received federal funding, they must comply with disadvantaged business enterprise guidelines. With regards to utilizing local and state funding, the state prohibited showing preference towards one agency through the public bidding process. He noted that they could provide a technical assistance program to support businesses through the public contracting process. He further noted this project would take time to create and he would need additional assistance for development and implementation.

Councilmember Wilson requested the City Council support moving forward with researching this type of program.

Councilmember Barbanica stated he wanted all businesses to succeed and a program that was inclusive of everyone.

City Attorney Smith stated that they had discussed providing all-inclusive educational programs that would address groups that had been historically underserved and in need of assistance.

Councilmember Wilson stated the intent was to provide technical assistance that would be available for all businesses.

Councilmember Torres-Walker spoke in support of moving forward with a technical assistance program.

In response to Councilmember Torres-Walker, Councilmember Wilson commented they could research whether there were federal funds that explicitly highlighted minority owned women businesses.

Councilmember Ogorchock stated that the item being discussed this evening was not agenized and questioned if the discussion should continue.

City Attorney Smith explained that since research was ongoing, he believed this conversation could exist within that discussion. He noted when the item comes back to Council, they would adjust the title so that it specifically speaks to this program. He noted during this agenda item they had discussed how the initial thought was one thing and it had moved to another.

Following discussion, Council tabled this item and supported Councilmember Wilson working with staff to bring the item back after more research.

5. HUMAN RIGHTS AND RACIAL EQUITY COMMISSION

Councilmember Torres-Walker discussed the purpose of a Human Rights and Equity Commission. She requested the City Council support her in directing staff to bring back a potential proposal for the effective establishment of this Commission that would cover its mission, objectives and powers moving forward.

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

Dr. Paschal Iwuh questioned if Councilmember Torres-Walker should be in a position to discuss a Human Rights and Equity Commission, given her recent incident involving the Antioch Police Department.

Councilmember Wilson stated she would like more information on this item.

Councilmember Barbanica stated if this item were to move forward, he would ask that it occur at a later date due to city staff's current workload.

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

An unidentified speaker encouraged Council to continue their good work.

Councilmember Torres-Walker commented she would be willing to research this item to determine how it could be operational.

Mayor Thorpe reported the city had many large projects in the pipeline and he had concerns regarding staffing. He offered to move this item into the discussions regarding homelessness. He reminded Council that many new items requested were being contracted out because the City lacked the expertise in house.

Councilmember Ogorchock requested that this item be tabled due to the lack of city resources.

Mayor Thorpe offered to work with Councilmember Torres-Walker regarding how this issue related to unhoused residents. He noted he was not in favor of moving the establishment of this Commission forward at this time due to staff's commitment to other large projects.

Councilmember Torres-Walker commented that racial equity and human rights were important issues and she hoped they would be addressed in the future.

With consensus of Council, this item was tabled.

6. FOOD INSECURITY AND ACCESS TO HEALTHY AND AFFORDABLE FOOD OPTIONS AD HOC COMMITTEE

Councilmember Torres-Walker stated she was not sure if an Ad Hoc Committee was necessary; however, she believed there were program opportunities the city could consider to address food insecurity and access to healthy and affordable food options.

Councilmember Wilson stated she did not believe an Ad Hoc Committee was necessary; however, she supported the city looking into programs such as Healthy Neighborhood Overlay Districts.

Mayor Thorpe stated he believed access to water, food and housing were basic human rights and could be part of the scope of the Commission.

PUBLIC COMMENTS

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

Atticus Finch spoke in support of the City Council addressing violence in Antioch and recalling all Councilmembers.

Alexi Lindeman, Antioch resident and Doertlis K. Schultze-Allen M.D. requested the Council support a ban on oil and gas drilling in Antioch.

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

Dr. Paschal Iwuh, Antioch resident, expressed concern regarding Antioch Unified School District ratings. He requested Councilmembers be held responsible for their actions.

Mayor Thorpe announced when Council returned to in person meetings, they would be taking public comments in person and via zoom, and any written public comments would be attached to the record. He invited everyone to the in-person Council meeting on November 23, 2021 and noted the ribbon-cutting for Council Chambers would take place at 5:00 P.M. on November 22, 2021.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adjourned the meeting at 8:50 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

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

Regular Meeting 7:00 P.M.

November 23, 2021 Council Chambers

5:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION pursuant to Government Code section 54956.9: <u>Blanco v. City of Antioch</u>, United States District Court Northern District of California, Case No. 3:20-cv-02764-TSH.
- 2. CONFERENCE WITH LABOR NEGOTIATORS This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit, Management Unit, and Treatment Plant Employees' Association.
- 3. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to California Government Code section 54956.9(b): One Case.

7:00 P.M. - REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:02 P.M., in memory of Louis Rocha and led a moment of silence. City Clerk Householder called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 2 Barbanica, District 3

Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

PLEDGE OF ALLEGIANCE

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

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: #1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, City Council approved a settlement by a 4-1 vote with Councilmember Barbanica voting no; and, #2 CONFERENCE WITH LABOR NEGOTIATORS, no reportable action; and, #3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, no reportable action.

1. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

➤ HOLIDAY DELITES CELEBRATION – DECEMBER. 4, 2021

Director of Parks and Recreation Helfenberger announced the civic and community event.

2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Sales Tax Citizens' Oversight Committee: deadline date is November 24, 2021

City Clerk Householder announced the Board and Commission opening. She reported applications were available at: www.bit.ly/ApplyAntioch and on the City's website

PUBLIC COMMENTS

Kathy Cabrera provided an update on the recall efforts for Mayor Thorpe. Contact information was provided.

Lindsey Amezcua informed Council that the mapping software on the city's' website for redistricting was very difficult to use.

Public comments submitted in writing were entered into the record from the following individuals:

- 1. River 1
- 2. Gretchen Tofflemire

1. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – Continued

- ➤ HELP FOR THE HOLIDAYS DECEMBER 18, 2021
- ➢ GIVING TUESDAY NOVEMBER 30, 2021

Captain Schintzius announced the following civic and community event.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Barbanica reported on his attendance at the Ad Hoc meeting for Unhoused Residents.

Councilmember Wilson reported on her attendance at the Delta Diablo meeting and the APTA Conference in Florida which she had attended with Mayor Thorpe.

MAYOR'S COMMENTS

Mayor Thorpe welcomed everyone back to Council Chambers.

- 3. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 26, 2021
- B. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR NOVEMBER 2, 2021
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 9, 2021
- D. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR NOVEMBER 16, 2021
- E. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2021
- F. APPROVAL OF COUNCIL WARRANTS
- G. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- H. <u>RESOLUTION NO. 2021/177</u> SIXTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH SWATT MIERS ARCHITECTS FOR IMPROVEMENTS TO CITY HALL
- I. <u>RESOLUTION NO. 2021/178</u> ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS (P.W. 709-1)
- J. <u>RESOLUTION NO. 2021/179</u> CONSIDERATION OF BIDS FOR THE TRAFFIC SIGNAL INSTALLATION AT THE LAUREL ROAD AND CANADA VALLEY ROAD INTERSECTION (P.W. 674-TS)
- K. <u>RESOLUTION NO. 2021/180</u> APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR PROMENADE VINEYARDS AT SAND CREEK PHASES 5 AND 6, SUBDIVISION 9568 & 9569 (P.W. 697-5 & 697-6)
- L. <u>RESOLUTION NO. 2021/181</u> FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CSI SERVICES, INC. FOR THE REHABILITATION OF THE 3 MILLION GALLON AND HALF MILLION GALLON WATER STORAGE TANKS (P.W. 246-31)
- M. <u>RESOLUTION NO. 2021/182</u> APPROVING AMENDMENT NO. 5 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND VOLER STRATEGIC ADVISORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

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

PUBLIC HEARING

4. DELTA LABS, INC.(UP-21-06)

Director of Community Development Ebbs introduced Associate Planner Cortez who presented the staff report dated November 23, 2021, recommending the City Council adopt the resolution approving a Use Permit (UP-21-06) for a cannabis operations facility (non-volatile manufacturing), subject to conditions of approval.

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

Rick Hoke, Project Applicant, gave an overview of the Delta Labs, Inc. proposal and displayed the floor plan.

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

In response to Councilmember Ogorchock, Mr. Hoke explained the operational and educational components of the business.

In response to Councilmember Barbanica, Interim Chief Morefield reported the Antioch Police Department had reviewed the security plan and had no concerns regarding expansion of the Delta Dispensary business.

RESOLUTION NO. 2021/183

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution approving a Use Permit (UP-21-06) for a cannabis operations facility (non-volatile manufacturing), subject to conditions of approval.

COUNCIL REGULAR AGENDA

5. RESOLUTIONS APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING TO THE 2021/22 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2021/22 AND 2022/23 FISCAL YEAR BUDGETS

Finance Director Merchant presented the staff report dated November 23, 2021, recommending the City Council adopt the following resolutions: 1) Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2021/22 fiscal year budget and approving other amendments to the 2022 and 2023 fiscal year

budgets. 2) Resolution of the City Council of the City of Antioch approving amendments to the 2022 and 2023 fiscal year budgets for items considered at the meeting of November 23, 2021. Mayor Thorpe thanked Finance Director Merchant for the presentation.

Councilmember Torres-Walker reported the Community Resources Department title should be the Office of Community Resources and Public Safety.

BUDGET ITEMS TO REVISIT

Following discussion, Council consensus agreed to postpone funding for the following items:

- Community Resource Department Administrative Analyst
- Community Resource Department Administrative Assistant
- Community Resources Department building/remodel and repairs

A motion was made by Councilmember Ogorchock, seconded by Councilmember Barbanica to approve funding the remaining budget items. The motion failed by the following vote:

Ayes: Barbanica, Ogorchock Noes: Torres-Walker, Wilson, Thorpe

Following discussion, Council consensus agreed to fund the following items:

- Vehicles and equipment for seven (7) new Code Enforcement Officers
- Administrative Assistant Human Resources Department
- Finance Analyst Finance Department
- Community Development Technician Community Development Department
- GIS Technician Public Works
- Administrative Assistant Public Works

Council consensus agreed to **not** fund the following items:

- Police Department Community Room Technology Upgrades
- Prewett Park Perimeter Fence Replacement
- > L Street Improvements
- Dedicated Core Team

NEW BUDGET REQUESTS

Following discussion, Council consensus agreed to fund the following items:

- Recreation Coordinator for Youth Services
- Promotion of Senior Computer Technician position to a Network Administrator
- Administrative Analyst I position in the City Clerk's office
- Reclassification of one (1) Administrative Assistant I position to Administrative Analyst I position in the City Clerk's office

- ➤ Addition of two (2) General Laborer positions funded with NPDES funds
- Add \$150,000 to Information Systems Fund FY22 budget to cover cybersecurity measures
- Addition of one (1) Payroll Specialist position
- Reclassification of two (2) Office Assistant positions to Administrative Assistant II positions in Recreation
- Reclassification of one (1) Administrative Assistant III position to Administrative Analyst I position in Recreation
- ➤ Remodel of 2nd floor and basement of City Hall

ADDITIONAL ITEMS REQUESTED BY COUNCIL FOR CONSIDERATION

- Hard House renovation costs for City Council offices and community space
- Support Staff for City Council
- Police Department Community Room Technology Upgrades

ONE TIME REVENUE

Following discussion, Council consensus agreed to defer allocation of the one-time revenue until 2022 with direction to staff to bring back costs associated for the additional items requested by Council.

RESOLUTION NO. 2021/184

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2021/22 fiscal year budget and approving other amendments to the 2022 and 2023 fiscal year budgets.

RESOLUTION NO. 2021/185

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution of the City Council of the City of Antioch approving amendments to the 2022 and 2023 fiscal year budgets for items considered at the meeting of November 23, 2021.

6. BEEDE LUMBERYARD SITE UPDATE

Joy Motts, Lee Ballesteros and Antonio Hernandez gave a PowerPoint presentation of the Rivertown Town Square project.

Joe Goralka, Martha Goralka and Rick Standtlander, Antioch residents, spoke in support of the Rivertown Town Square project.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Frank Sterling and Kerry Motts spoke in support of the Rivertown Town Square project.

Public comment submitted in writing was entered into the record from the following individual:

1. Carla Baker Marymee

Mayor Thorpe thanked the public for their comments this evening and clarified that the city was not pursuing housing on this site and there were no applications or pending projects.

Councilmember Torres-Walker thanked everyone for the presentation. She discussed the importance of community engagement and all residents having access to open public spaces. She expressed concern regarding the hazards related to building on contaminated land.

Antonio Hernandez explained the purpose of the presentation was to present a vision and a direction for the city. He noted they envisioned more community participation by all segments of the population once they received a commitment from the City Council.

Lee Ballesteros added that the soil on the property could be easily mitigated, and air contamination was an acceptable level for public use of the site. She noted the presentation was their vision to facilitate the city developing a green space plan for the property.

Joy Motts added that this was a community-based process to address an area that had been underserved and it would provide a gathering place to bring foot traffic to downtown.

Councilmember Torres-Walker stated she believed this proposal would allow residents the opportunity to enjoy local events.

Councilmember Wilson thanked everyone for the presentation and discussed the benefits of these types of projects.

Joy. Motts thanked Brian Hollaran for providing renderings for the presentation.

Following discussion, Council consensus directed staff to begin exploring a community gathering place/public space for the Beede Lumberyard Site.

7. FORMATION OF A CITY MANAGER AD HOC RECRUITMENT COMMITTEE TO INTERVIEW/EVALUATE RECRUITING FIRMS FOR THE PURPOSE OF SELECTING THE NEXT CITY MANAGER

Administrative Services Director Mastay presented the staff report dated November 23, 2021, recommending the Mayor nominate two council members for the City Manager Ad Hoc Recruitment Committee and that the City Council: 1) Approve the formation of the City Manager

Ad Hoc Recruitment Committee to interview/evaluate recruitment firms for the process of selecting the next City Manager; 2) Approve the Mayor's nomination of two (2) council members for appointment to the ad hoc committee; and 3) Set and approve a termination date for the ad hoc committee.

Councilmember Wilson stated given the current projects being developed at this time she would suggest waiting until after the new year to consider this item.

Councilmembers Ogorchock and Barbanica volunteered to serve on the City Manager Ad Hoc Recruitment Committee.

Mayor Thorpe nominated Councilmembers Ogorchock and Barbanica to the City Manager Ad Hoc Recruitment Committee.

A motion was made by Councilmember Ogorchock and seconded by Councilmember Barbanica to 1) Approve the formation of the City Manager Ad Hoc Recruitment Committee to interview/evaluate recruitment firms for the process of selecting the next City Manager; 2) Approve the Mayor's nomination and appointment of Councilmember Ogorchock and Councilmember Barbanica to the ad hoc committee; and 3) Approve a termination date of April 2022 for the ad hoc committee. The motion failed by the following vote:

Ayes: Barbanica, Ogorchock Noes: Torres-Walker, Wilson, Thorpe

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal thanked the community in attendance this evening. He recognized Director of Public Works/City Engineer Samuelson and Director of Information Services Barton and their staff for completing the Council Chambers renovation project. He wished everyone a happy and blessed Thanksgiving.

COUNCIL COMMUNICATIONS

Councilmember Wilson requested staff agendize a discussion on the Sister City Program.

Councilmember Ogorchock reported the redistricting mapping tool on the city's website was difficult to use.

Mayor Thorpe wished everyone a Happy Thanksgiving. He recognized City Manager Bernal for his public service and announced the December 14, 2021, City Council meeting would be his last meeting before he retired.

ADJOURNMENT

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the meeting at 9:30 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Nickie Mastay, Administrative Services Director

SUBJECT: City Council Meeting Minutes of December 14, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of December 14, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



100	General Fund		
Non Depai	rtmental		
00397682	AFLAC	INSURANCE PREMIUM	4,985.96
00397684	AMERICAN CANCER SOCIETY	DEPOSIT REFUND	500.00
00397693	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,466.90
00397701	DELTA DENTAL	INSURANCE PREMIUM	41,771.29
00397714	EMPLOYEE	EFT RETURN REIMBURSEMENT	25.00
00397726	OFFICE DEPOT INC	OFFICE SUPPLIES	70.06
00397731	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,372.06
00397739	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	28,371.75
00397746	VIVINT SOLAR INC	CBSC FEE REFUND	21.93
00397767	BANK OF AMERICA	BUSINESS EXPENSE	500.00
00397777	BOETHING TREELAND FARMS	NURSERY SUPPLIES	390.41
00397788	CONTRA COSTA COUNTY	PAYROLL	50.00
00397829	LIFE INSURANCE CO NORTH AMERICA	PAYROLL	37.58
00397830	LIFE INSURANCE CO NORTH AMERICA	PAYROLL	3,921.91
00397838	MUNICIPAL POOLING AUTHORITY	PAYROLL	5.52
00397839	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,931.26
00397848	PARS	PAYROLL	3,521.36
00397863	STATE OF CALIFORNIA	PAYROLL	200.00
00397864	STATE OF CALIFORNIA	PAYROLL	200.00
00397876	LIFE INSURANCE CO NORTH AMERICA	PAYROLL	39.10
00397877	MUNICIPAL POOLING AUTHORITY	PAYROLL	27.62
00397907	COLONIAL LIFE	INSURANCE PREMIUM	597.98
00397969	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,723.85
00397978	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	4,044.00
00398004	ANYTIME FITNESS	PAYROLL	39.00
00398015	CONTRA COSTA WATER DISTRICT	RESERVE FEE	353,493.00
00398016	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	70,646.94
00398018	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00398021	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	1,240,086.68
00398030	IN SHAPE HEALTH CLUBS	PAYROLL	576.99
00398036	LIFE INSURANCE CO NORTH AMERICA	PAYROLL	3,916.92
00398041	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,945.66
00398042	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,388.00
00398046	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,432.00
00398049	PARS	PAYROLL	4,215.82
00398050	PLANET FITNESS	PAYROLL	21.99
00398057	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	2,635.00
00398059	STATE OF CALIFORNIA	PAYROLL	200.00
00398060	STATE OF CALIFORNIA	PAYROLL	200.00
00398068	AFLAC	INSURANCE PREMIUM	4,985.96
00398083	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,568.51
00398098	DELTA DENTAL	COBRA INSURANCE PREMIUM	41,591.56
00398128	IPERMIT	SMIP FEE REFUND	3.26
00398175	TITAN NORTH AMERICA INC	CBSC FEE REFUND	17.52
00398181	VIVINT SOLAR INC	SMIP FEE REFUND	3.79
00941358	APWEA	PAYROLL	56.80



00941365	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	39,675.76
00941371	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	9,146.04
00941372	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,891.65
00941373	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	109.68
00941374	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	396.10
00941381	LSA ASSOCIATES INC	CONSULTING SERVICES	183.75
00941387	APSMA	PAYROLL	880.00
00941388	APOA	PAYROLL	20,989.61
00941389		PAYROLL	4,495.82
00941395		PAYROLL	44,771.56
00941399		PAYROLL	8,696.04
00941400	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,669.09
City Coun			
00397891	BANK OF AMERICA	BUSINESS EXPENSE	137.52
00941360	COMPUTERLAND	ADOBE ACROBAT LICENSES	765.48
City Attorn			
	OFFICE DEPOT INC	OFFICE SUPPLIES	102.51
00397899		LEGAL SERVICES RENDERED	15,810.08
00397909		LEGAL EDUCATION	332.23
00397932		LEGAL SERVICES RENDERED	18,646.95
00397942	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	1,186.00
00397948	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	11,715.00
00397950	LEXISNEXIS	RESEARCH SERVICES	229.00
00397954	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	3,499.00
00397982		LEGAL SERVICES RENDERED	758.15
00397995	WILLIAM AVERY AND ASSOCIATES	RECRUITMENT SERVICES	7,900.00
00941347	CANON FINANCIAL SERVICES	COPIER LEASE	132.42
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	382.74
City Mana		MOTEL VOLICIED DDOCDAM	2 200 00
00397687	ANTIOCH EXECUTIVE INN	MOTEL VOUCHER PROGRAM	3,300.00
00397792	COSTCO	SUPPLIES	135.00
00397843	OFFICE DEPOT INC	OFFICE SUPPLIES	63.49
00397851	PHOTOGRAPHY BY TISH	COUNCIL PHOTOS	250.00 844.42
00397858 00397883	RIDLEY, JAZMIN K AMBIUS	OUTREACH PROGRAM PLANT SERVICE	322.24
00397891	BANK OF AMERICA	BUSINESS EXPENSE	322.2 4 2,417.41
00397894	BARTON, TIMOTHY ALAN	EXPENSE REIMBURSEMENT	137.15
00397895	BARTON, TIMOTHY ALAN	EXPENSE REIMBURSEMENT	21.94
00397893	FEDEX	SHIPPING	102.62
00397924	FOCUS STRATEGIES	CONSULTING SERVICES	1,762.50
00397920	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	567.24
00397989	VOLER STRATEGIC ADVISORS INC	CONSULTING SERVICES	8,000.00
00397909		SUPPLIES	266.28
00398093	OFFICE DEPOT INC	SUPPLIES	161.64
00390149	CANON FINANCIAL SERVICES	COPIER LEASE	132.41
City Clerk		301 ILICELIAGE	102.41
00397930	GARCIA, CHRISTINA L	LODGING REIMBURSEMENT	936.97
00398022	EIDEN, KITTY J	MINUTES CLERK	2,500.00
	·, · · · · · · · · · ·		_,000.00



00398045	OFFICE DEPOT INC	OFFICE SUPPLIES	159.88	
00398063	TOTAL RECALL CAPTIONING	CLOSED CAPTION SERVICES	3,018.75	
00941360) COMPUTERLAND	SOFTWARE SUBSCRIPTION	382.74	
00941375	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATION	96.30	
City Trea	surer			
00397701	DELTA DENTAL	INSURANCE PREMIUIM	120.94	
00941360) COMPUTERLAND	SOFTWARE SUBSCRIPTION	191.37	
00941367	PFM ASSET MANAGEMENT LLC	ADVISORY SERVICES	10,325.20	
Human R	Resources			
00397717	KOFF AND ASSOCIATES INC	TOTAL COMP STUDY	1,237.50	
00397794	CPS HUMAN RESOURCE SERVICES	TRAINING	199.00	
00397891	BANK OF AMERICA	BUSINESS EXPENSE	8,296.90	
00397961	OFFICE DEPOT INC	OFFICE SUPPLIES	77.49	
00398020	EBBS, FORREST BRIAN	TUITION REIMBURSEMENT	1,000.00	
	OFFICE DEPOT INC	OFFICE SUPPLIES	493.80	
	WORXTIME LLC	WORXTIME	4,051.69	
	c Development		,	
	BANK OF AMERICA	BUSINESS EXPENSE	443.00	
	BANK OF AMERICA	BUSINESS EXPENSE	702.17	
	NATELSON DALE GROUP INC, THE	CONSULTING SERVICES	8,080.00	
	CANON FINANCIAL SERVICES	COPIER LEASE	132.41	
	COMPUTERLAND	SOFTWARE SUBSCRIPTION	382.74	
	Administration			
00397726	OFFICE DEPOT INC	OFFICE SUPPLIES	172.60	
	BANK OF AMERICA	OFFICE SUPPLIES	120.61	
00398045	OFFICE DEPOT INC	OFFICE SUPPLIES	61.82	
	Accounting			
	ACCOUNTEMPS	TEMP SERVICES	3,825.06	
	KOA HILLS CONSULTING LLC	A/R INTERFACE	1,268.75	
	OFFICE DEPOT INC	OFFICE SUPPLIES	972.93	
00397843	OFFICE DEPOT INC	OFFICE SUPPLIES	38.51	
	B ACCOUNTEMPS	TEMP SERVICES	2,756.80	
	' ACCOUNTEMPS	TEMP SERVICES	4,927.78	
	OFFICE DEPOT INC	OFFICE SUPPLIES	67.61	
00398149	OFFICE DEPOT INC	SUPPLIES	350.86	
00941398	SUPERION LLC	ASP SERVICES	18,826.79	
Finance	Operations		,	
00397726	OFFICE DEPOT INC	OFFICE SUPPLIES	657.27	
00397727	OFFICE TEAM	TEMP SERVICES	280.00	
00397767	BANK OF AMERICA	BUSINESS EXPENSE	1,000.00	
00397844	OFFICE TEAM	TEMP SERVICES	840.00	
00397962	OFFICE TEAM	TEMP SERVICES	1,680.00	
00397985		WEEKLY PRINTER SERVICE FEE	6.00	
00397997		TEMP SERVICES	840.00	
00398157		MAILING SYSTEM MACHINE	1,029.08	
Non Departmental				
00397767		BUSINESS EXPENSE	1.98	
00397891		BUSINESS EXPENSE	72.55	



00397957	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	21,613.48
00398014	CONTRA COSTA COUNTY LIBRARY	LIBRARY SERVICES	36,312.67
00398038	MAGALLANES, YESENIA	CHECK REPLACEMENT	70.48
00398044	ODEH, VIVIAN	CHECK REPLACEMENT	100.00
00941467	RETIREE	MEDICAL AFTER RETIREMENT	1,842.77
Public Wo	rks Administration		
00397768	BANK OF AMERICA	BUSINESS EXPENSE	218.72
00941360	COMPUTERLAND	ADOBE ACROBAT LICENSE	382.74
00941375	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATION	183.60
Public Wo	rks Street Maintenance		
00397693	BLUE SHIELD LIFE	INSURANCE PREMIUM	11.69
00397701	DELTA DENTAL	INSURANCE PREMIUM	172.84
00397722	LOWES COMPANIES INC	TOOLS AND HARDWARE	1,428.64
00397768	BANK OF AMERICA	BUSINESS EXPENSE	150.00
00397802	EAST BAY WELDING SUPPLY	SUPPLIES	74.35
00397812		TRAIL OVERLAY PROJECT	108,349.32
00397820	INTERSTATE SALES	SIGN POST	4,213.31
00397833	MANERI SIGN COMPANY	SUPPLIES	717.98
00397843	OFFICE DEPOT INC	OFFICE SUPPLIES	41.23
00397871	VISIONS RECYCLING INC	SOUND WALL PAINT	1,705.52
00397915	DISPENSING TECHNOLOGY CORPORATION	HOSE	174.91
00397919	EAST BAY WELDING SUPPLY	TORCH FUEL	174.92
00397934	HOME DEPOT, THE	TOOLS	217.41
00397936	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	778.53
00397944	KELLY MOORE PAINT CO	SUPPLIES	93.43
00398007	BIG B LUMBER	LUMBER	44.89
00398077	ANTIOCH ACE HARDWARE	TOOLS	82.54
00398083	BLUE SHIELD LIFE	INSURANCE PREMIUM	12.26
00398098	DELTA DENTAL	INSURANCE PREMIUM	172.84
00398105	FASTENAL CO	SUPPLIES	7.70
00398124	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	622.09
00398163	ROBERTS AND BRUNE CO	WATER FITTINGS	4.37
00398168	SHERWIN WILLIAMS CO	PAINT SUPPLIES	49.08
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00941360	COMPUTERLAND	ADOBE ACROBAT LICENSE	382.74
00941375	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATION	185.40
00941390	BIG SKY ENVIRONMENTAL SOLUTIONS	SUPPLIES	300.00
00941459		SUPPLIES	11.66
	rks-Signal/Street Lights	001 1 2.20	11.00
00397847	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	745.07
00397913	DC ELECTRIC GROUP INC	STREET LIGHT MAINTENANCE	5,654.37
00398013	CONTRA COSTA COUNTY	TRAFFIC SERVICES	32,518.20
00941378	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	1,877.55
	rks-Facilities Maintenance	33. 1 2.23	1,077.00
00397691	BAY CITIES PYROTECTOR	INSPECTION SERVICES	1,115.85
00397697	CONCORD GLASS INC	INSTALLATION SERVICE	921.31
00397703	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00397722	LOWES COMPANIES INC	SUPPLIES	3,600.32
00001122	2011 20 00 Will 7 WALED 11 40	33. I LILO	5,000.02



00397729		PEST CONTROL	760.00
00397732		GATE REPAIR	465.00
00397735	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	358.00
00397758	AMERICAN PLUMBING INC	PLUMBING SERVICES	690.00
00397767	BANK OF AMERICA	BUSINESS EXPENSE	152.55
00397768	BANK OF AMERICA	BUSINESS EXPENSE	734.65
00397789	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHER SERVICE	756.26
00397803	EAST BAY WORK WEAR	UNIFORMS	1,260.85
00397896	BAY ALARM COMPANY	MAINTENANCE COSTS	20,537.36
00397916	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	693.00
00397934	HOME DEPOT, THE	TOOLS	95.78
00397936	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	778.53
00397951	M AND L OVERHEAD DOORS	REPAIR SERVICE	395.00
00398002		TOOLS	15.77
00398019	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00398024	FIRE PROTECTION PLUS INC	INSPECTION SERVICES	742.50
00398052	ROBINS LOCK AND KEY	LOCK SMITH SERVICES	120.00
00398123	HOME DEPOT, THE	SUPPLIES	510.02
00398124	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	622.09
00398153	PEPPER INVESTMENTS INC	PEST CONTROL	500.00
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,707.50
00941360		ADOBE ACROBAT LICENSE	191.37
00941385		SAFETY SHOES-STRONGMAN	595.20
	rks-Parks Maint		
	DC ELECTRIC GROUP INC	ELECTRICAL REPAIR	157.00
00397706		UNIFORM SUPPLY	300.00
00397722		TOOLS AND HARDWARE	1,491.52
00397736		SUPPLIES	292.94
00397741	STEWARTS TREE SERVICE INC	TREE SERVICES	125.00
00397768		BUSINESS EXPENSE	105.00
00397859	SERVICE PROS PLUMBERS INC	PLUMBING SERVICE	249.00
00397934	HOME DEPOT, THE	SUPPLIES	3,641.90
00397974	SERVICE PROS PLUMBERS INC	SERVICE REPAIR	944.00
00397983	TERRACARE ASSOCIATES	MONTHLY MAINTENANCE	96,597.25
00397994	WATERSAVERS IRRIGATION	PARKS IRRIGATION	635.02
00398052	ROBINS LOCK AND KEY	LABOR / SERVICE CALL	256.18
00398055	SERVICE PROS PLUMBERS INC	PLUMBING SERVICE	475.00
00398112	GATES AND ASSOCIATES INC	CONCEPT PLANS	1,910.00
00398123	HOME DEPOT, THE	SUPPLIES	224.88
00941369	SITEONE LANDSCAPE SUPPLY HOLDING	PARKS IRRIGATION	302.15
00941397	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	2,244.01
00941459	GRAINGER INC	SUPPLIES	642.04
	rks-Median/General Land	0.1551.150	
00397722		SUPPLIES	101.79
00397747		SUPPLIES	47.39
00397886		LANDSCAPE ENHANCEMENT	22,405.99
00398045		OFFICE SUPPLIES	80.89
00398073	ALTA FENCE	FENCE REPAIR	1,566.00



00398159	RECOLOGY BLOSSOM VALLEY ORGANICS	LANDSCAPE ENHANCEMENT	23,245.10
00398171	STEWARTS TREE SERVICE INC	TREE SERVICES	487.50
Police Adı	ministration		
00397680	ADAMSON POLICE PRODUCTS	UNIFORM	142.62
00397696	•	MEAL ALLOWANCE	34.50
00397708	FERNANDES AUTO WRECKING AND TOW	RV TOWING SERVICE	1,500.00
00397725	NET TRANSCRIPTS	TRANSCRIPTION SERVICE	75.06
00397733	SAFFOLD, DARRYL	TRAINING PER DIEM	148.00
00397734	SCOTT, ELIZABETH LACY	MEAL ALLOWANCE	34.50
00397740	STATE OF CALIFORNIA	EMPLOYMENT SERVICES	552.00
00397742	TJAHJADI, KEVIN JEREMIAH	TRAINING PER DIEM	370.00
00397751	ADAMSON POLICE PRODUCTS	TRAINING SAFETY EQUIPMENT	3,938.98
00397769	BANK OF AMERICA	BUSINESS EXPENSE	8,968.65
00397770	BANK OF AMERICA	BUSINESS EXPENSE	3,285.78
00397771	BANK OF AMERICA	BUSINESS EXPENSE	14.26
00397772	BANK OF AMERICA	BUSINESS EXPENSE	6,632.50
00397773	BANK OF AMERICA	BUSINESS EXPENSE	215.04
00397785	CHAPLIN AND HILL INVESTIGATIVE	INVESTIGATION SERVICES	7,580.69
00397789	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHER SERVICE	259.01
00397791	CORDICO PSYCHOLOGICAL CORP	EMPLOYMENT SERVICES	400.00
00397795	CRYSTAL CLEAR LOGOS INC	UNIFORM	3,819.74
00397800	EAN SERVICES LLC	RENTAL CAR SERVICE	1,289.23
00397825	KNOX INVESTIGATIONS	EMPLOYMENT SERVICES	1,659.57
00397827	LC ACTION POLICE SUPPLY	AMMUNITION	8,845.38
00397828	LEE, JENNIFER L	EXPENSE REIMBURSEMENT	126.25
00397840	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	207.52
00397841	OCCUPATIONAL HEALTH CENTERS	EMPLOYMENT SERVICES	3,282.00
00397843	OFFICE DEPOT INC	OFFICE SUPPLIES	1,776.45
00397849	PFEIFFER, DEAN A	EXPENSE REIMBURSEMENT	64.16
00397857	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
00397860	SHRED IT INC	SHREDDING SERVICES	666.36
00397861	SOURCING GROUP, THE	BUSINESS FORMS	356.26
00397887	ARROWHEAD 24 HOUR TOWING INC	RV TOWING SERVICE	222.50
00397911	CRUMP INVESTIGATIONS	EMPLOYMENT SERVICES	6,574.74
00397924	FEDEX	SHIPPING	137.96
00397929	GALLS LLC	UNIFORM	369.13
00397949	LC ACTION POLICE SUPPLY	SUPPLIES	3,082.25
00397960	OCCUPATIONAL HEALTH CENTERS	EMPLOYMENT SERVICES	1,383.00
00397961	OFFICE DEPOT INC	OFFICE SUPPLIES	248.43
00397967	PRI MANAGEMENT GROUP INC	RECORDS INVENTORY & PURGE	32,500.00
00397973	SAVE MART SUPERMARKETS	TRAINING REFRESHMENTS	115.98
00397998	AEROTEK INC	DATA 911 MAINTENANCE	202.50
00397999	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING A.GONZALEZ	335.00
00398000	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING J.COLLEY	335.00
00398012	CONCORD UNIFORMS LLC	UNIFORMS	9.95
00398029	IBS OF TRI VALLEY	EQUIP	543.74
00398032	KIM TURNER LLC	TRAINING M.CHAVARRIA	111.00
00398053	SDRTC	TUITION F.BLUMBERG	549.00



00398054		TUITION J.EGAN	549.00
00398058		EMPLOYMENT SERVICES	228.00
00398065		WIRELESS SERVICES	3,008.63
00398072		TRAINING J.EVANS	425.00
00398074		TRAINING MEAL ALLOWANCE	57.50
00398083		INSURANCE PREMIUM	34.65
00398084	BLUMBERG, FREDRICK C.	TRAINING PER DIEM	370.00
00398090	COLE SUPPLY CO INC	SUPPLIES	200.97
00398091	COLLEY, JAMES M	TRAINING MEAL ALLOWANCE	34.50
00398096	COTTLE, CATRIONA MARIE	EXPENSE REIMBURSEMENT	219.97
00398097	CRISTANDO HOUSE INC	TRAINING M.ADAMS	240.00
00398098	DELTA DENTAL	INSURANCE PREMIUM	233.02
00398114		TRAINING MEAL ALLOWANCE	34.50
00398129	KIM TURNER LLC NAVAL, JESSIE KATHERINE	TRAINING N.FROMME SHIRTS & PANTS	149.00
00398145 00398146	NET TRANSCRIPTS	TRANSCRIPTION SERVICE	182.23 131.90
00398147	NILSEN, ERIK ROBERT	TRAINING PER DIEM	222.00
00398148	OCCUPATIONAL HEALTH CENTERS	EMPLOYMENT SERVICES	265.50
00398165	SAFFOLD, DARRYL	TRAINING PER DIEM	222.00
00398166	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	1,591.64
00398167		TRAINING J.EGAN	850.00
00398173		TRAINING D.SAFFOLD	375.00
00941360		SOFTWARE SUBSCRIPTION	1,148.22
00941361		SERVER MAINTENANCE	9,259.17
00941377		COPIER LEASE	1,915.55
00941382		STORAGE	139.82
	IMAGE SALES INC	ID CARDS	23.00
	soner Custody		
	BANK OF AMERICA	BUSINESS EXPENSE	19.74
00397973	SAVE MART SUPERMARKETS	JAIL SUPPLY FOOD	41.00
Police Col	mmunity Policing		
00397689	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	57.50
00397701	DELTA DENTAL	INSURANCE PREMIUIM	63.68
00397704	DUFFY, ADAM JAMES	MILEAGE REIMBURSEMENT	22.40
00397711	HUNT AND SONS INC	FUEL	227.08
00397764	•	VETERINARY SERVICE	71.92
00397765	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	455.00
00397770	BANK OF AMERICA	BUSINESS EXPENSE	605.00
00397796	D TAC K9 LLC	K9 MAINTENANCE TRAINING	1,850.00
00397819	HUNT AND SONS INC	FUEL	275.21
00397862	SP PLUS CORPORATION	PARKING SERVICES	21,000.00
00397900	BHALLA SERVICES INC	CAR WASH SERVICE	517.00
00397937	HULLEMAN, JOHN PAUL	EXPENSE REIMBURSEMENT	32.60
00397973	SAVE MART SUPERMARKETS	BUSINESS EXPENSE	54.88
00398009	CHANDLER, JOSEPH ANTHONY	EXPENSE REIMBURSEMENT	218.40
00398028	HUNT AND SONS INC	FUEL	410.14
00398098	DELTA DENTAL	INSURANCE PREMIUM	67.17
00398103	EMERGENCY VEHICLE OUTFITTERS	POLICE VEHICLE UPFITTING	51,075.51



	JOHNSEN, ERIC Y	COURT APPEARANCE	511.01
	ffic Division		
	BANK OF AMERICA	BUSINESS EXPENSE	336.88
	BANK OF AMERICA	BUSINESS EXPENSE	368.98
	LASER TECHNOLOGY INC	EQUIPMENT	11,831.06
	estigations		
	BANK OF AMERICA	BUSINESS EXPENSE	1,036.34
	CALIFORNIA EXTRADITION SERVICES	EXTRADITION	1,025.00
	CONTRA COSTA COUNTY	EXTRADITION	485.00
00397835	•	ADV DISABILTY PENSION PMT	10,307.00
00397888	AT AND T MCI	CELL ANALYSIS	145.00
	AT AND T MCI	CELL ANALYSIS	2,500.00
	AT AND T MCI	CELL ANALYSIS	825.00
	T MOBILE USA INC	DIGITAL ANALYSIS	810.00
00397980	T MOBILE USA INC	CELL ANALYSIS	90.00
	VERIZON WIRELESS	CELL ANALYSIS	225.00
	COMPUTERLAND	SOFTWARE SUBSCRIPTION	191.37
	nmunications		
	BLUE SHIELD LIFE	INSURANCE PREMIUM	9.23
	AEROTEK INC	DATA MAINTENANCE	1,485.00
	BANK OF AMERICA	BUSINESS EXPENSE	603.62
	BY YOUR SITE CONSULTING	DATA 911 MAINTENANCE	660.00
	AEROTEK INC	DATA 911 MAINTENANCE	337.50
	BLUE SHIELD LIFE	INSURANCE PREMIUM	32.04
	MARK 43 INC	PROFESSIONAL SERVICES	94,723.17
	mmunity Volunteers		
	DELL COMPUTER CORP	EQUIPMENT	1,032.37
	ilities Maintenance		
	LOWES COMPANIES INC	SUPPLIES	86.95
	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
	AMERICAN PLUMBING INC	PLUMBING SERVICE	155.00
	HONEYWELL INTERNATIONAL INC	BOILER INSTALLATION	5,915.78
00397831	LLOYD F MCKINNEY ASSOCIATES INC	INTERCOM REPAIR	2,451.55
00397897	BAY CITIES PYROTECTOR	TESTING SERVICES	2,165.85
00397935	HONEYWELL INTERNATIONAL INC	EQUIPMENT REPAIR	5,913.87
	SERVICE PROS PLUMBERS INC	PLUMBING SERVICE	1,521.24
		ROOF REPAIR	850.00
	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,780.00
	work Services	0501151711055111050	
	DELTA ONE SECURITY INC	SECURITY SERVICES	576.00
00397892		BUSINESS EXPENSE	637.62
	ty Development Land Planning Services		
	WILLIAM AVERY AND ASSOCIATES	RECRUITMENT SERVICES	5,000.00
	BANK OF AMERICA	BUSINESS EXPENSE	73.15
00397805	EIDEN, KITTY J	MINUTES CLERK	150.00
00397891	BANK OF AMERICA	BUSINESS EXPENSE	40.00
00397952	MAR CAL	SUPPLIES	338.21
00397966	PLACEWORKS INC	CONSULTING SERVICES	11,975.00



00397987	URBAN PLANNING PARTNERS	CONSULTING SERVICES	20,925.80
00397995	WILLIAM AVERY AND ASSOCIATES	RECRUITMENT SERVICES	1,793.00
00941348	CDW GOVERNMENT INC	SUPPLIES	27.78
	COMPUTERLAND	SOFTWARE SUBSCRIPTION	1,148.22
00941375	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATION	704.70
	Enforcement		
00397722	LOWES COMPANIES INC	SUPPLIES	237.02
00397726	OFFICE DEPOT INC	OFFICE SUPPLIES	205.34
00397738	STAMM ENTERPRISES, LTD	MONTHLY RENT	235.00
00397745	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00397750	WORK WORLD	UNIFORM	557.06
00397767	BANK OF AMERICA	BUSINESS EXPENSE	2,405.81
00397891	BANK OF AMERICA	BUSINESS EXPENSE	1,631.94
00397904	CACEO	MEMBERSHIP DUES-SANI	190.00
00397910	CONTRA COSTA COUNTY	RECORDING FEES	500.00
00397977		STORAGE	235.00
00398083	BLUE SHIELD LIFE	INSURANCE PREMIUM	82.54
00398087		WEBINAR-HARVEY	247.00
00398098		INSURANCE PREMIUM	259.26
	COMPUTERLAND	SOFTWARE SUBSCRIPTION	574.11
	eer Land Development	COLUMN TO COLUMN	07
	WILLIAM AVERY AND ASSOCIATES	RECRUITMENT SERVICES	5,000.00
00397821	INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	148,857.50
00397995		RECRUITMENT SERVICES	5,000.00
00398149		SUPPLIES	36.21
00398183		RECRUITMENT SERVICES	1,362.00
	TESTING ENGINEERS INC	TESTING SERVICES	6,291.50
	COMPUTERLAND	SOFTWARE SUBSCRIPTION	574.11
	ty Development Building Inspection	SOI TWAKE SOBSCIAL TION	374.11
	4LEAF INC	CONSULTING SERVICES	178,197.00
	OFFICE DEPOT INC	OFFICE SUPPLIES	184.26
	VIVINT SOLAR INC	ENERGY INSP FEE REFUND	2,212.45
00397740		BUSINESS EXPENSE	2,212.45 77.50
00397843		OFFICE SUPPLIES	344.00
		BUSINESS EXPENSE	
00397891		OFFICE SUPPLIES	364.60
00398045		PERMIT FEE REFUND	129.75
00398128			328.82
00398175	TITAN NORTH AMERICA INC	GREEN FEE REFUND	1,239.84
00398181	VIVINT SOLAR INC	PERMIT FEE REFUND	249.23
00941360		SOFTWARE SUBSCRIPTION	191.37
•	p. Administration	INICUIDANICE DDENIUM	00.04
	BLUE SHIELD LIFE	INSURANCE PREMIUM	32.04
	DELTA DENTAL	INSURANCE PREMIUM	254.70
00398149		SUPPLIES	83.36
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	382.74
209	RMRA Fund		
Streets	DIVE ENGINEEDO INO	PROFESSIONAL GERVICES	0.057.00
00397775	BKF ENGINEERS INC	PROFESSIONAL SERVICES	9,057.00



211	Delta Fair Property Fund		
Parks & O	pen Space		
00397972	RRM DESIGN GROUP	PROFESSIONAL SERVICES	14,089.50
212	CDBG Fund		
CDBG			
00397786		PROGRAM SERVICES	644.00
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	191.37
CDBG-CV			000.00
00397786	CITY DATA SERVICES LLC	PROGRAM SERVICES	220.00
00397834	MEALS ON WHEELS/SENIOR OUTREACH	PROGRAM SERVICES	2,250.80
213 Streets	Gas Tax Fund		
Streets 00397700	DC ELECTRIC GROUP INC	LANDSCAPE ENHANCEMENT	157.00
	LOWES COMPANIES INC	TOOLS AND HARDWARE	157.00 132.45
		CONSULTING SERVICES	5,596.23
00397743 00397777		LANDSCAPE ENHANCEMENT	8,913.87
00397777		ELECTRIC	362.15
00397847		LANDSCAPE ENHANCEMENT	1,000.00
00397873		LANDSCAPE ENHANCEMENT	693.55
00397073	STEWARTS TREE SERVICE INC	LANDSCAPE ENHANCEMENT	1,650.00
214	Animal Services Fund	EANDOCALE ENHANCEMENT	1,000.00
Animal Se			
	DATAMARS PETLINK	OPERATING SUPPLIES	2,325.00
00397705		VETERINARY SERVICE	2,397.35
00397710		ANIMAL FOOD	282.61
00397722	LOWES COMPANIES INC	SUPPLIES	27.46
00397724	MWI VETERINARY SUPPLY CO	SUPPLIES	800.13
00397774	BANK OF AMERICA	BUSINESS EXPENSE	2,292.20
00397918	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICE	3,998.74
00397921	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICE	176.25
00397922	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICE	176.25
00397933	HILLS PET NUTRITION	ANIMAL FOOD	445.87
00397946	KOEFRAN SERVICES INC	DISPOSAL SERVICES	1,850.00
00397958	MWI VETERINARY SUPPLY CO	SUPPLIES	1,625.39
00397984	TONY LA RUSSA'S ANIMAL RESCUE	SAFETY NET	200.00
00398069	AIRGAS USA LLC	OXYGEN	311.15
00398100	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICE	1,025.91
00398122	HILLS PET NUTRITION	PET FOOD	169.63
00398143	MWI VETERINARY SUPPLY CO	VETERNARY SUPPLIES	1,385.78
	VICTOR MEDICAL COMPANY	RESCUE	1,953.19
00398186	ZOETIS LLC	VETERINARY SUPPLIES	559.31
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	191.37
00941364		STORAGE	140.69
00941476	IDEXX LABORATORIES INC	LAB SERVICES	301.76
00941497	MOBILE MINI LLC	STORAGE	140.69
219	Recreation Fund		
Non Depa l 00397698	CUMMINGS, ADLAI	DEPOSIT REFUND	1,000.00
00397698	COMMININGS, ADLAI	DEFUSIT KEFUND	1,000.00



00397737	SILVA, CHANTELL	DEPOSIT REFUND	1,000.00
00397766	BALDAZO, RAYMOND	DEPOSIT REFUND	1,000.00
00397783	CALIFORNIA VIRTUAL ACADEMY	DEPOSIT REFUND	500.00
00397806	ELDERLY WISH FOUNDATION	DEPOSIT REFUND	300.00
00397807		DEPOSIT REFUND	423.00
00397818	HUB INTERNATIONAL OF CA INSURANCE	EVENT INSURANCE	1,974.74
00397832	· · · · · · · · · · · · · · · · · · ·	DEPOSIT REFUND	425.00
00397856	PUNO-CARPIO, AMIE	DEPOSIT REFUND	500.00
00397874	WHITE, FACIA	DEPOSIT REFUND	500.00
00397875	ZUNIGA, MARIA ESTOPIAN	DEPOSIT REFUND	500.00
00398031	JOSON, JULIUS	DEPOSIT REFUND	500.00
00398115	GONZALEZ, ROBERTO	DEPOSIT REFUND	1,000.00
00398152		DEPOSIT REFUND	375.00
00398155	·	DEPOSIT REFUND	100.00
00398160	•	DEPOSIT REFUND	500.00
00398172		DEPOSIT REFUND	500.00
	iguez Community Cent		
00397729	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
	BANK OF AMERICA	BUSINESS EXPENSE	195.71
00397970	RICKIES ROOF REPAIR	ROOF REPAIR	2,100.00
00398133	MASSONE MECHANICAL INC	EQUIPMENT REPAIR	690.91
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
Senior Pro			
	CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	45.59
00397810		EXPENSE REIMBURSEMENT	26.08
00397892		BUSINESS EXPENSE	968.72
00397908		EQUIPMENT REPAIR	546.47
00398092		EQUIPMENT REPAIR	363.78
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3.00
	COMPUTERLAND	COMPUTER EQUIPMENT	694.57
	n Sports Programs		
	LOWES COMPANIES INC	SUPPLIES	702.40
	BSN SPORTS LLC	SUMMER CAMP SHIRTS	609.12
00397811		JR. WARRIORS JERSEYS	8,187.50
	BANK OF AMERICA	BUSINESS EXPENSE	35.61
	n-Comm Center		
	DIABLO LIVE SCAN LLC	FINGERPRINTING SERVICE	20.00
00397707	•	EXPENSE REIMBURSEMENT	116.30
00397722	LOWES COMPANIES INC	SUPPLIES	88.95
00397784	CASEY PRINTING INC	PRINTING SERVICES	10,918.11
00397793	COSTCO	SUPPLIES	883.76
00397808	FASTSIGNS	BANNER	564.11
00397869	UNIQUE PEST CONTROL	PEST CONTROL	400.00
00397891	BANK OF AMERICA	BUSINESS EXPENSE	82.62
00397892	BANK OF AMERICA	BUSINESS EXPENSE	1,051.65
00397898	BE EXCEPTIONAL	CONTRACTOR PAYMENT	1,459.20
00397917	DUGAND, KARINA	CONTRACTOR PAYMENT	2,354.40
00397935	HONEYWELL INTERNATIONAL INC	REPAIR SERVICE	3,695.00



00397955	MUIR, ROXANNE	CONTRACTOR PAYMENT	562.80
00397968	QUADIENT LEASING USA INC	POSTAGE METER LEASE	265.52
00398090	COLE SUPPLY CO INC	CLEANING SUPPLIES	577.81
00398095	COSTCO	BUSINESS EXPENSE	166.38
00398134	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	2,159.40
00398172	STRENGTH N ME COMMUNITY PROJECT	DEPOSIT REFUND	93.75
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	765.48
Recreation	n Water Park		
00397718	LESLIES POOL SUPPLIES	CHEMICALS	63.84
00397722	LOWES COMPANIES INC	SUPPLIES	566.37
00397729	PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00397807	ELSEA, YIFFTA	DEPOSIT REFUND	685.00
00397824	KNORR SYSTEMS INC	CHEMICALS	678.20
00397935	HONEYWELL INTERNATIONAL INC	BOILER REPAIR	5,885.54
00398093	COMMERCIAL POOL SYSTEMS INC	C02 TANK RENTAL SERVICE	69.14
00398094	CONSOLIDATED ELECTRICAL DIST INC	LIGHT REPAIR SUPPLIES	50.95
00398106	FIBERLITE UMBRELLAS INC	AWP CABANA HOODS	2,822.14
00398144	NATIONAL AQUATICS INC	PUMP REPAIR	10,773.82
00398151	PARKINK	UNIFORMS	404.58
00398156	QUADIENT LEASING USA INC	POSTAGE MACHINE	49.33
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00941459	GRAINGER INC	SUPPLIES	984.63
220	Traffic Signalization Fund		
Traffic Sig			
00397797	DAVIDON HOMES	CONSULTING SERVICES	80,036.92
222	Measure C/J Fund		
Streets			
00397754	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENT	12,288.00
00397880	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENT	7,680.00
00398070	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENT	7,680.00
226	Solid Waste Reduction Fund		
Solid Wast	te		
00397767	BANK OF AMERICA	BUSINESS EXPENSE	30.00
00397891	BANK OF AMERICA	BUSINESS EXPENSE	414.00
00397923	ECOHERO SHOW LLC, THE	PROFESSIONAL SERVICES	850.00
00397940	ICLEI USA MEMBERSHIP	ANNUAL MEMBERSHIP DUES	2,250.00
00397943	KATHY KRAMER CONSULTING	CONSULTING SERVICES	1,000.00
00398175	TITAN NORTH AMERICA INC	WASTE FEE REFUND	35.00
229	Pollution Elimination Fund		
Channel M	laintenance Operation		
00397722	LOWES COMPANIES INC	SUPPLIES	212.52
00397755	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,560.00
00397756	ALTA FENCE	FENCE REPAIR	1,893.00
00397881	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,200.00
00397884	ANTIOCH ACE HARDWARE	SUPPLIES	57.05
00398071	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,840.00
Storm Dra	in Administration		
00398113	GEOPHEX LTD	ARIAL IMAGERY/GIS PROJECT.	24,411.00



238	PEG Franchise Fee Fund		
Non Depa	rtmental		
•	BANK OF AMERICA	BUSINESS EXPENSE	290.96
251	Lone Tree SLLMD Fund		
Lonetree l	Maintenance Zone 1		
00397975	SILVA LANDSCAPE	LANSCAPE SERVICES	8,262.00
00397983	TERRACARE ASSOCIATES	LANSCAPE SERVICES	178.30
Lonetree l	Maintenance Zone 3		
00397865	STEWARTS TREE SERVICE INC	TREE REMOVAL	1,600.00
00397975	SILVA LANDSCAPE	LANSCAPE SERVICES	4,284.00
Lonetree l	Maintenance Zone 4		
00397983	TERRACARE ASSOCIATES	TURF MOWING	285.28
00398056	SILVA LANDSCAPE	LANSCAPE SERVICES	1,326.00
252	Downtown SLLMD Fund		
Downtow	n Maintenance		
00397776	BNSF RAILWAY COMPANY INC	MAINTENANCE SERVICE	4,702.02
00397983	TERRACARE ASSOCIATES	LANSCAPE SERVICES	178.30
253	Almondridge SLLMD Fund		
Almondri	dge Maintenance		
00398169	SILVA LANDSCAPE	LANSCAPE SERVICES	1,734.00
254	Hillcrest SLLMD Fund		
	Maintenance Zone 1		
	STEWARTS TREE SERVICE INC	TREE REMOVAL	300.00
	TERRACARE ASSOCIATES	LANSCAPE SERVICES	463.58
	SILVA LANDSCAPE	LANSCAPE SERVICES	3,876.00
	Maintenance Zone 2		
	TERRACARE ASSOCIATES	TURF MOWING	634.75
	SILVA LANDSCAPE	LANSCAPE SERVICES	6,426.00
00398171		FAWNHILL TREE TRIM	2,762.50
	Maintenance Zone 4		
	TERRACARE ASSOCIATES	TURF MOWING	356.60
	SILVA LANDSCAPE	LANSCAPE SERVICES	3,876.00
255	Park 1A Maintenance District Fund		
	laintenance District	EL EOTRIO	04.00
	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	34.98
	TERRACARE ASSOCIATES	LANSCAPE SERVICES	463.58
256	Citywide 2A Maintenance District Fund		
•	2A Maintenance Zone 3	LANGOADE CEDVICEO	7.40
	TERRACARE ASSOCIATES	LANSCAPE SERVICES	7.13
-	2A Maintenance Zone 6	TREE CERVICES	E 050 00
	STEWARTS TREE SERVICE INC	TREE SERVICES LANSCAPE SERVICES	5,850.00
	TERRACARE ASSOCIATES 2A Maintenance Zone 8	LANSCAPE SERVICES	427.92
•		LANCARE SERVICES	25.66
	TERRACARE ASSOCIATES	LANSCAPE SERVICES	35.66
•	2 A Maintenance Zone 9 TERRACARE ASSOCIATES	LANSCAPE SERVICES	106.98
	SILVA LANDSCAPE	LANSCAPE SERVICES LANSCAPE SERVICES	5,508.00
00390109	SILVA LANDOCAFE	LANSCAPE SERVICES	5,506.00



Citywide 2	A Maintenance Zone10		
	SILVA LANDSCAPE	LANDSCAPE SERVICES	204.00
257	SLLMD Administration Fund		
SLLMD Ad	lministration		
00397803	EAST BAY WORK WEAR	UNIFORMS	1,481.20
00397892	BANK OF AMERICA	BUSINESS EXPENSE	291.67
	TARGET SPECIALTY PRODUCTS	CHEMICALS	2,314.04
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.92
259	East Lone Tree SLLMD Fund		
Zone 1-Dis			
00398169	SILVA LANDSCAPE	LANDSCAPE SERVICES	204.00
311	Capital Improvement Fund		
Non Depai			
Parks & O			
	ALLSTEEL INC	SUPPLIES	130.07
	LOWES COMPANIES INC	SUPPLIES	382.36
	BANK OF AMERICA	BUSINESS EXPENSE	2,028.77
	MERCOZA	CITY HALL PROJECT	60,580.00
Energy Ef		5 <u>=</u> 16525.	00,000.00
	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	15,545.46
376	Lone Diamond Fund	1 101 2001011112 021111020	10,010.10
Assessme			
	CENTRAL SELF STORAGE ANTIOCH	STORAGE	336.00
570	Equipment Maintenance Fund	31310132	000.00
Non Depai	• •		
-	HUNT AND SONS INC	FUEL	7,688.77
	HUNT AND SONS INC	FUEL	71,560.82
	HUNT AND SONS INC	FUEL	5,025.39
	HUNT AND SONS INC	FUEL	10,216.96
	t Maintenance		. 0,= . 0.00
00397681		SMOG TEST	370.00
	ANTIOCH AUTO PARTS	PARTS	148.00
	ARROWHEAD 24 HOUR TOWING INC	TOW	172.50
	BILL BRANDT FORD	PARTS	1,152.24
	CHUCKS BRAKE AND WHEEL SERVICE	PARTS	872.21
	OREILLY AUTO PARTS	PARTS	1,619.26
	PHILS DIESEL CLINIC INC	REPAIR SERVICE	779.60
00397753		SMOG CHECK	80.00
00397801	EAST BAY TIRE CO	AUTO REPAIR PARTS	1,816.51
00397803	EAST BAY WORK WEAR	UNIFORMS	365.33
00397837	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	804.51
00397845	OREILLY AUTO PARTS	AUTO PARTS	267.71
00397850	PHILS DIESEL CLINIC INC	REPAIR SERVICE	12,739.14
00397867	TRED SHED, THE	PARTS	770.87
00397879	AFFORDABLE TIRE CENTER	WHEEL ALIGNMENT	140.00
00397885	ANTIOCH AUTO PARTS	AUTOMOTIVE REPAIR PARTS	2,371.91
00397887	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	172.50
00397901	BILL BRANDT FORD	PARTS	11.40



00397956	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	822.89
00397963	OREILLY AUTO PARTS	AUTO PARTS	245.33
00397964	OREILLY AUTO PARTS	AUTO PARTS	57.82
00397976	SOUTHERN COUNTIES LUBRICANTS LLC	OIL	1,189.83
00397990	W K HYDRAULICS INC	LABOR	473.62
00397991	WALNUT CREEK FORD	AUTO PARTS	749.16
00397996	WINTER CHEVROLET CO	AUTO PARTS	124.98
00398002	ANTIOCH ACE HARDWARE	PARTS	56.25
00398003	ANTIOCH AUTO PARTS	AUTO PARTS	598.67
00398010	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	622.01
00398040	MUNICIPAL MAINT EQUIPMENT INC	PARTS	156.77
00398047	OREILLY AUTO PARTS	AUTO PARTS	16.89
00398048	OREILLY AUTO PARTS	AUTO PARTS	1,466.05
00398066	WALNUT CREEK FORD	PARTS	68.18
00398078	ANTIOCH AUTO PARTS	AUTO PARTS	595.06
00398083	BLUE SHIELD LIFE	INSURANCE PREMIUM	77.28
00398098	DELTA DENTAL	INSURANCE PREMIUM	398.16
00398101	EAST BAY WELDING SUPPLY	SUPPLIES	26.22
00398131	LES SCHWAB TIRES OF CALIFORNIA	TIRES	703.81
00398142	MUNICIPAL MAINT EQUIPMENT INC	PARTS	1,035.48
00398150	OREILLY AUTO PARTS	REPAIR PARTS	647.53
00941350	KIMBALL MIDWEST	SUPPLIES	2,073.65
00941366	PETERSON TRACTOR CO	AUTO PARTS	314.65
00941376	BIG SKY ENVIRONMENTAL SOLUTIONS	TIRES	299.25
00941383	PETERSON TRACTOR CO	AUTO PARTS	6,538.51
573	Information Services Fund	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0,000.0
	upport & PCs		
	INSIGHT PUBLIC SECTOR INC	PROFESSIONAL SERVICES	1,476.30
	BANK OF AMERICA	BUSINESS EXPENSE	81.97
	BANK OF AMERICA	BUSINESS EXPENSE	2.59
	KROLL ASSOCIATES INC	PROFESSIONAL SERVICES	79,756.54
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	191.37
	DIGITAL SERVICES	WEBSITE MAINTENANCE	5,330.00
	COMPUTERLAND	COMPUTER EQUIPMENT	289.50
Telephone		OOM OTEK EGON MEITT	200.00
-	AMERICAN MESSAGING	PAGER SERVICE	167.63
	ort Services	1 AGEN GENVIOL	107.00
• •	LOWES COMPANIES INC	SUPPLIES	173.24
	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	778.53
00397330	ESRI INC	ESRI SERVICES	3,402.00
00398124	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	622.09
00398127	INTERWEST CONSULTING GROUP INC	HOSTING SERVICES	833.33
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	382.74
00941448	DIGITAL SERVICES	SERVER HOSTING	1,048.40
	ipment Replacement	CLIVERTIOOTING	1,040.40
00397767		BUSINESS EXPENSE	306.97
00397707	COMPUTERLAND	COMPUTER EQUIPMENT	1,274.23
00941349	DELL COMPUTER CORP	COMPUTER EQUIPMENT	6,964.85
JUJ-1001	DELE SOMI OTEK SOM	COM CIENTEGON MENT	0,007.00



577	Post Retirement Medical-Police Fund		
Non Depai			
00398082	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00398088	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00398111	RETIREE	MEDICAL AFTER RETIREMENT	1,222.30
00398119	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00398130	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00398136	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00398137	RETIREE	MEDICAL AFTER RETIREMENT	126.75
00398138	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00398141	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00398154	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941401	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941402	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00941405	RETIREE	MEDICAL AFTER RETIREMENT	1,010.59
00941406	RETIREE	MEDICAL AFTER RETIREMENT	322.08
00941409	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941410	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00941413	RETIREE	MEDICAL AFTER RETIREMENT	970.30
00941414	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941421	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941426	RETIREE	MEDICAL AFTER RETIREMENT	970.30
00941430	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941446	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941447	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00941453	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941454	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941469	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941470	RETIREE	MEDICAL AFTER RETIREMENT	7.98
00941471	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00941472	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941481	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00941484	RETIREE	MEDICAL AFTER RETIREMENT	254.12
00941496	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00941498	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00941499	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00941507	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941508	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941510	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941512	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00941516	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00941525	RETIREE	MEDICAL AFTER RETIREMENT	580.50
00941527	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941535	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941536	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941538	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00941544	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941545	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12



00941549	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00941561	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941562	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00941564	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00941566	RETIREE	MEDICAL AFTER RETIREMENT	708.06
578	Post Retirement Medical-Misc Fund		
Non Depai	rtmental		
00398081	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00398099	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00398108	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00398116	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00398158	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00398179	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00941403	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00941404	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941408	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941417	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941419	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941420	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941422	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941423	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941424	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941427	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941432	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941434	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941438	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941439	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941442	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941445	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941449	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941450	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941451	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941458	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00941460	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941461	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00941462	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941466	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941468	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941477	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941478	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941483	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941488	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941480	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941490	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941495	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941495	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941501	RETIREE	MEDICAL AFTER RETIREMENT	203.69 87.69
00941505	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00341303	NETINEE	MILDICAL AFTER RETIREMENT	324.30



00941513	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941515	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941519	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941524	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941526	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941531	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941541	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941547	RETIREE	MEDICAL AFTER RETIREMENT	14.26
00941548	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00941550	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941552	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941553	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00941560	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941563	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941565	RETIREE	MEDICAL AFTER RETIREMENT	560.38
579	Post Retirement Medical-Mgmt Fund		
Non Depa	rtmental		
00398085	RETIREE	MEDICAL AFTER RETIREMENT	4,051.82
00398086	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00398089	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00398109	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00398117	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00398120	RETIREE	MEDICAL AFTER RETIREMENT	244.12
00398121	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00398139	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00398140	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00398178	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00398182	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941353	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941411	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941412	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941415	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00941416	RETIREE	MEDICAL AFTER RETIREMENT	146.52
00941418	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941425	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941428	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941429	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941431	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00941433	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00941435	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941436	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941437	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941440	RETIREE	MEDICAL AFTER RETIREMENT	433.33
00941441	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941443	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00941444	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941455	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941456	RETIREE	MEDICAL AFTER RETIREMENT	324.38



00941457	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00941463	RETIREE	MEDICAL AFTER RETIREMENT	432.80
00941464	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941465	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941473	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00941474	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00941479	RETIREE	MEDICAL AFTER RETIREMENT	690.38
00941480	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00941482	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00941485	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941486	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941487	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941489	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00941491	RETIREE	MEDICAL AFTER RETIREMENT	55.67
00941492	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00941494	RETIREE	MEDICAL AFTER RETIREMENT	1,393.17
00941500	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941502	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941503	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941504	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941506	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941511	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00941514	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941517	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941518	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941520	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941521	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941522	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00941523	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941528	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941529	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941530	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941532	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00941533	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941534	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941537	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00941539	RETIREE	MEDICAL AFTER RETIREMENT	251.46
00941540	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941542	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941546	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00941551	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941554	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941555	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941556	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941557	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00941558	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941559	RETIREE	MEDICAL AFTER RETIREMENT	2,055.05



580	Loss Control Fund		
Human Re			
	ANNUVIA	REPLACEMENT AED PADS	166.53
611	Water Fund		
Non depar			
	LOWES COMPANIES INC	SUPPLIES	158.64
	EAST BAY WORK WEAR	UNIFORM SUPPLY	12,530.68
	EAST BAY WORK WEAR	UNIFORM SUPPLY	11,037.56
	COLE SUPPLY CO INC	SUPPLIES	1,163.31
	DELTA DIABLO	SRF LOAN PAYMENT	252,026.18
	EAST BAY WORK WEAR	UNIFORM SUPPLY	2,545.68
00398062		LOAN PRINCIPAL PAYMENT	106,953.42
	BAY AREA BARRICADE	SUPPLY	2,445.90
	COLE SUPPLY CO INC	SUPPLIES	3,259.90
Water Sup			5,25155
00398062		LOAN INTEREST PAYMENT	5,237.54
	COMPUTERLAND	SOFTWARE UPDATE	574.11
Water Pro			-
00397685	ANTIOCH ACE HARDWARE	SUPPLIES	25.64
	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE	78.13
	CALIF DEPT OF TAX AND FEE ADMIN	WATER RIGHTS FEES	305.69
00397700		ELECTRICAL	795.91
00397709	FINBERG FENCING INC	FENCE REPAIR	325.00
00397715	KAGIN, IVONA	SAFETY BOOTS REIMBURSEMENT	134.95
00397722	LOWES COMPANIES INC	SUPPLIES	2,219.11
00397723	MOLINA, CHRISTOPHER G	SAFETY BOOTS REIMBURSEMENT	250.00
00397726	OFFICE DEPOT INC	OFFICE SUPPLIES	58.26
00397732	ROBINS LOCK AND KEY	LOCK SMITH SERVICES	217.01
00397744	UNIVAR SOLUTIONS USA INC	CHEMICALS	11,988.46
00397749	WOODLAND, BENJAMIN MARCUS	CERT FEE REIMBURSEMENT	105.00
00397760	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00397763	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE	78.13
00397768	BANK OF AMERICA	BUSINESS EXPENSE	150.00
00397803	EAST BAY WORK WEAR	SAFETY SHOES - K BENNET	451.28
00397809	FINBERG FENCING INC	FENCE REPAIR	325.00
00397813	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,186.40
00397817	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	6,189.85
00397822	JOHNSON, GAVIN LEE	EXPENSE REIMBURSEMENT	140.00
00397823	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT REPAIR	25,961.03
00397826	KOFFLER ELECTRICAL MECH	PUMP MAINTENANCE	33,801.33
00397853	POLLARDWATER	FIRE HOSE	694.01
00397854	POLYDYNE INC	CHEMICALS	5,951.48
00397870	UNIVAR SOLUTIONS USA INC	CHEMICALS	5,009.62
00397896	BAY ALARM COMPANY	ALARM SERVICE	10,000.00
00397912	CSI METRICS LLC	SCADA PROGRAMMING SUPPORT	3,217.28
00397925	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	104.20
00397931	HACH CO	LAB SUPPLIES	1,683.97
00397936	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	1,518.67



00397939	HUNT AND SONS INC	FUEL	215.82
00397953	MCCAMPBELL ANALYTICAL INC	TESTING SERVICES	1,278.00
00397986	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,777.21
00397992	WALTER BISHOP CONSULTING	CONSULTING SERVICES	8,375.00
00398011	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	25,871.41
00398017	CONTRA COSTA WATER DISTRICT	RAW WATER	892,858.69
00398023	FINBERG FENCING INC	RESERVOIR FENCE DAMAGE	1,494.00
00398025	FISHER SCIENTIFIC COMPANY	SUPPLIES	48.68
00398026	HACH CO	SUPPLIES	127.39
00398033	KIS	IT MAINT	75.00
00398034	KORALEEN ENTERPRISES	PARTS	96.30
00398051	RFI COMMUNICATIONS & SECURITY	CAMERA MAINTENANCE	398.00
00398064	US BANK	COPIER LEASE	166.98
00398075	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	275.00
00398077	ANTIOCH ACE HARDWARE	PARTS	23.53
00398078	ANTIOCH AUTO PARTS	PARTS	36.74
00398079	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE	78.13
00398083	BLUE SHIELD LIFE	INSURANCE PREMIUM	32.09
00398094	CONSOLIDATED ELECTRICAL DIST INC	PARTS	33.47
00398107	FISHER SCIENTIFIC COMPANY	SUPPLIES	289.98
00398118	HACH CO	MAINTENANCE	927.94
00398124	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	3,287.15
00398126	INDUSTRIAL SOLUTIONS SERVICES INC	PROFESSIONAL SERVICES	9,518.03
00398135	MCCAMPBELL ANALYTICAL INC	TESTING	1,118.00
00398149	OFFICE DEPOT INC	SUPPLIES	4.02
00398161	RICE LAKE WEIGHING SYSTEMS INC	CALIBRATION SERVICE	325.00
00398162	RICKIES ROOF REPAIR	ROOF REPAIR	1,300.00
00398170	SWRCB	ANNUAL PERMIT FEES	17,834.00
00398171	STEWARTS TREE SERVICE INC	TREE SERVICES	4,225.00
00398176	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,723.09
00398177	USA BLUEBOOK	PERIODICALS	255.69
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	300.00
00941354	PETERSON TRACTOR CO	EQUIPMENT RENTAL	4,439.96
00941357	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	9,192.96
00941363	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	823.20
00941370	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	6,121.99
00941378	CONSOLIDATED ELECTRICAL DIST INC	PARTS	130.60
00941379	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	125.00
00941385	RED WING SHOE STORE	SAFETY SHOES-WOODLAND	250.00
00941386	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	3,068.31
00941392	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	125.00
00941452	EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT SERVICES	522.70
00941459	GRAINGER INC	SUPPLIES	4,306.57
00941475	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,103.25
00941543	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	15,301.65
Water Dist		CLIDDLIEC	20.12
00397685	ANTIOCH ACE HARDWARE	SUPPLIES	90.42
00397722	LOWES COMPANIES INC	SUPPLIES	3,567.32



00397726		OFFICE SUPPLIES	102.99
00397780	C AND J FAVALORA TRUCKING INC	RECYCLE PROJECT	9,812.50
00397798	DELTA DIABLO	RECYCLE WATER	9,182.89
00397803	EAST BAY WORK WEAR	UNIFORMS	10,176.19
00397842	OCT WATER QUALITY ACADEMY	TRAINING SERVICES	7,920.00
00397843	OFFICE DEPOT INC	OFFICE SUPPLIES	879.56
00397844	OFFICE TEAM	TEMP SERVICES	560.00
00397846	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - WATER	786.26
00397866	SYAR INDUSTRIES INC	ASPHALT MATERIALS	2,178.66
00397868	TYLER TECHNOLOGIES INC	INCODE UTILITY MIGRATION	8,650.00
00397872	WATER SYSTEMS OPTIMIZATION INC	TAP REPORT VALIDATION	2,500.00
00397884	ANTIOCH ACE HARDWARE	SUPPLIES	217.89
00397896	BAY ALARM COMPANY	MAINTENANCE COSTS	18,061.39
00397903		RECYCLING PROJECT	14,274.25
00397920	EAST BAY WORK WEAR	SAFETY SHOES-LOGRASSO	294.46
00397928	FURBER SAW INC	PARTS	77.37
00397936	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	778.53
00397961	OFFICE DEPOT INC	OFFICE SUPPLIES	4.75
00397962	OFFICE TEAM	TEMP SERVICES	1,260.00
00397965	PACE SUPPLY CORP	WATER	1,139.52
00397985	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00397997	ACCOUNTEMPS	TEMP SERVICES	560.00
00398001	ALL STAR RENTS	SUPPLIES	277.82
00398005	BACKFLOW DISTRIBUTORS INC	EQUIPMENT REPAIR	36,441.62
00398045	OFFICE DEPOT INC	OFFICE SUPPLIES	47.18
00398083	BLUE SHIELD LIFE	INSURANCE PREMIUM	12.34
00398105	FASTENAL CO	TOOL	759.84
00398110	FURBER SAW INC	SUPPLIES	118.50
00398124	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	622.09
00398148	OCCUPATIONAL HEALTH CENTERS	EMPLOYMENT SERVICES	218.00
00398163	ROBERTS AND BRUNE CO	WATER FITTINGS	17,206.44
00398164	ROYAL BRASS INC	SUPPLIES	207.40
00398174	TIMMONS GROUP INC	PROFESSIONAL SERVICES	1,728.13
00398184	WOODIWISS PAINTING	PAINTING	7,320.00
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00941352	MOBILE MINI LLC	STORAGE	145.78
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	765.48
00941380	INFOSEND INC	PRINT & MAIL SERVICES	5,127.40
00941407	BADGER METER INC	REGISTERS	26,115.23
00941459	GRAINGER INC	WATER	679.98
	Idings & Facilities	LULL CREST & DONI ON DOOSTER	00 400 00
00397836	MOUNTAIN CASCADE INC BROWN AND CALDWELL INC	HILLCREST & DONLON BOOSTER	92,488.99
00397902		PROFESSIONAL SERVICES	304.00
00397905	CDM SMITH INC	CONSTRUCTION PROJECT	139,029.58
00398061	SWRCB	SITE CLEANUP PROGRAM FEES	1,750.26
00941359 00941368	CAROLLO ENGINEERS INC SHIMMICK CONSTRUCTION INC	PW 694 BRACKISH WATER BRACKISH WATER PRJECT	169,874.15 2,757,505.14
00941368	INFOSEND INC	BRACKISH WATER PRJECT BRACKISH WATER PRJECT	1,100.45
00941360	INFOSEIND IING	DRACKION WATER PRIECT	1,100.45



617	APFA Brackish Water LOC Fund		
Water Systems			
	BANK OF THE WEST	COMMITMENT FEES	10,151.03
621	Sewer Fund	001/11/11/12/17/12/20	10,101.00
	ewater Administration		
00397682		INSURANCE PREMIUM	84.10
	JACK DOHENY SUPPLIES INC	SUPPLIES	214.02
	LOWES COMPANIES INC	SUPPLIES	684.58
00397726		OFFICE SUPPLIES	32.93
	ALTA FENCE	FENCE INSTALLATION	3,186.00
	ANTIOCH AUTO PARTS	SUPPLIES	513.50
	ANTIOCH BUILDING MATERIALS	ASPHALT	531.88
	C AND J FAVALORA TRUCKING INC	RECYCLING PROJECT	9,812.50
00397803	EAST BAY WORK WEAR	UNIFORM SUPPLY	3,894.89
00397808	FASTSIGNS	BUSINESS CARDS-PORTER	90.18
00397843	OFFICE DEPOT INC	OFFICE SUPPLIES	96.12
00397844	OFFICE TEAM	TEMP SERVICES	560.00
00397855	PONDER ENVIRONMENTAL SERVICES INC	SEWER/STORM GRIT HAULING	8,088.77
00397866	SYAR INDUSTRIES INC	ASPHALT	2,178.67
00397868	TYLER TECHNOLOGIES INC	INCODE UTILITY MIGRATION	8,650.00
00397882	ALTA FENCE	FENCE INSTALLATION	295.23
00397884	ANTIOCH ACE HARDWARE	SUPPLIES	86.86
00397885	ANTIOCH AUTO PARTS	SUPPLIES	82.87
00397896	BAY ALARM COMPANY	MAINTENANCE SERVICE	18,061.39
00397903	C AND J FAVALORA TRUCKING INC	RECYCLING PROJECT	14,274.25
00397936	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	778.53
00397941	JACK DOHENY SUPPLIES INC	CCTV SUPPLIES	5,294.00
00397961	OFFICE DEPOT INC	OFFICE SUPPLIES	4.75
00397962		TEMP SERVICES	1,260.00
00397993	WATERPROOFING ASSOCIATES INC	ROOF REPAIR	49,788.00
00397997	ACCOUNTEMPS	TEMP SERVICES	560.00
00398043	OCCUPATIONAL HEALTH CENTERS	EMPLOYMENT SERVICES	552.50
00398045	OFFICE DEPOT INC	OFFICE SUPPLIES	47.16
00398068	AFLAC	INSURANCE PREMIUM	84.10
00398083	BLUE SHIELD LIFE	INSURANCE PREMIUM	98.56
00398098	DELTA DENTAL	INSURANCE PREMIUM	391.17
00398105	FASTENAL CO	INDUSTRIAL SUPPLIES	1,007.03
00398124	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	622.09
00398163	ROBERTS AND BRUNE CO	WATER FITTINGS	6,434.14
00398174	TIMMONS GROUP INC	PROFESSIONAL SERVICES	1,728.12
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00941355	SCOTTO, CHARLES W AND DONNA F	2021-2022 PROPERTY TAX	518.66
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	765.48
00941375	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATION	191.70
00941380	INFOSEND INC	PRINT AND MAIL SERVICES	5,127.34
00941384	QUENVOLDS	SAFTEY SHOES-PORTER	300.00
00941385	RED WING SHOE STORE	SAFETY SHOES-FERNANDEZ	244.96
00941396	SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	5,000.00



00941459	GRAINGER INC	SUPPLIES	256.63
631	Marina Fund		
Non Depa	rtmental		
00397852	PILO, ASHER	DEPOSIT REFUND	184.00
00397927	FOUST, JAMES	DEPOSIT REFUND	143.75
00397945	KIBA, GRANT	DEPOSIT REFUND	184.00
Marina Ad	ministration		
00397690	BAY AREA AIR QUALITY MGMT DIST	ANNUAL PERMIT RENEWAL	404.00
00397722	LOWES COMPANIES INC	SUPPLIES	425.84
00397726	OFFICE DEPOT INC	OFFICE SUPPLIES	127.52
00397729	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00397768	BANK OF AMERICA	BUSINESS EXPENSE	189.04
00397934	HOME DEPOT, THE	SUPPLIES	307.80
00397936	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	778.53
00397938	HUNT AND SONS INC	FUEL	9,349.48
00397939	HUNT AND SONS INC	FUEL	35,936.66
00397961	OFFICE DEPOT INC	OFFICE SUPPLIES	44.55
00398090	COLE SUPPLY CO INC	SUPPLIES	57.62
00398102	EAST BAY WORK WEAR	UNIFORM STOCK	437.85
00398124	HOSHIZAKI WESTERN DC	EQUIPMENT REPAIR	622.10
00941351	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00941360	COMPUTERLAND	SOFTWARE SUBSCRIPTION	191.37
00941391	COMPUTERLAND	SOFTWARE SUBSCRIPTION	191.37



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of January 11, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Julie Haas-Wajdowicz, Environmental Resource Coordinator

APPROVED BY:

Forrest Ebbs, Community Development Director 19

SUBJECT:

Amendment to Chapter 3 of Title 6 of the Antioch Municipal Code

Regarding Solid Waste Collection for Resource Recovery in

Accordance with Senate Bill 1383

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinance, attached hereto as Exhibit A, repealing and restating Chapter 3 of Title 6 of the Antioch Municipal Code.

FISCAL IMPACT

This Ordinance will have no immediate impact on the General Fund. Until 2025, enforcement activities will be performed with the existing code enforcement staffing model. Immediate implementation will focus on outreach and education efforts and be underwritten with support from Solid Waste Funds. Further funding for SB1383 implementation and enforcement shall be incorporated in the newly established Franchise Agreement in 2025.

DISCUSSION

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the December 14, 2021 City Council meeting. This second reading will finalize the adoption of the ordinance. The ordinance will go into effect 30 days after its adoption.

ATTACHMENT

A. Ordinance repealing and restating Chapter 3 of Title 6 of the Antioch Municipal Code

ATTACHMENT A

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND RESTATING CHAPTER 3 OF TITLE 6 OF THE ANTIOCH MUNICIPAL CODE REGARDING SOLID WASTE AND RESOURCE RECOVERY

WHEREAS, SB 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery ("CalRecycle") to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025;

WHEREAS, SB 1383 also requires the regulations to recover, for human consumption, at least 20 percent of edible food that is currently thrown away;

WHEREAS, CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations ("SB 1383 Regulations");

WHEREAS, the SB 1383 Regulations take effect January 1, 2022, and requires the City of Antioch to adopt an ordinance to enforce the SB 1383 Regulations by said date; and

WHEREAS, the City Council desires to amend its Solid Waste and Rubbish Ordinance to comply with the SB 1383 Regulations.

The City Council of the City of Antioch, California, does ordain as follows:

SECTION 1. **Recitals.** The above recitals are incorporated as though set forth in this section.

SECTION 2. **Amendment.** Chapter 3 of Title 6 of the Antioch Municipal Code is hereby amended in its entirety as set forth in Exhibit A, incorporated by this reference.

SECTION 3. CEQA. Environmental review is not required because adoption of the Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378(b)(5) (organization or administrative activities of governments not a project).

SECTION 4. **Severability.** If any section, subsection, clause or phrase in this Ordinance or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 5. **Publication; Effective Date.** This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council

Government Code.
I, Ellie Householder, City Clerk of the City of Antioch, hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the day of, 2022 and passed and adopted at a regular meeting thereof held on the day of, 2022, by the following vote:
AYES: NOES: ABSENT: ABSTAIN:
Lamar Thorpe, Mayor
ATTEST:

Ellie Householder, City Clerk

at a second reading and shall be posted and published in accordance with the California

EXHIBIT A

CHAPTER	R 3: SOLID WASTE AND RESOURCE RECOVERY
Article I:	Solid Waste Collection for Resource Recovery
6-3.01	Definitions
6-3.02	Trash, organics, and recyclable materials; mandatory service
6-3.03	Trash, organics, and recyclable materials; containers; location
6-3.04	Trash, organics, and recyclable materials; type permitted; cleaning
6-3.06	Burning and burying solid waste
6-3.07	Solid waste vehicles
6-3.08	Unlawful collection or transporting of solid waste and Self-Haul requirements
6-3.09	Time of collection
6-3.10	Collection contracts
6-3.11	Frequency of solid waste and rubbish collection
6-3.12	Collection billing
6-3.13	Collection; nonpayment
6-3.14	Unlawful to dump on public or private property
6-3.15	Place and manner of dumping; compliance with regulations
6-3.16	Inspection and enforcement duties of the City Manager
6-3.17	Removal of recyclable materials
6-3.18	Inspections and investigations
6-3.19	Enforcement
Article II:	Construction and Demolition Debris Recycling
6-3.201	Definitions
6-3.202	Threshold for covered projects
6-3.203	Submission of waste management plan
6-3.204	Review of waste management plan
6-3.205	Infeasibility exemption
6-3.206	Submittal of completed waste management plan
6-3.207	Appeal
Article III	: Edible Food Recovery
6-3.301	Definitions
6-3.302	Requirements for Commercial Edible Food Generators
6-3.303	Requirements for Food Recovery Organizations and Services

ARTICLE I: SOLID WASTE COLLECTION FOR RESOURCE RECOVERY

§ 6-3.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADEQUATE SIZE or ADEQUATE LEVEL OF SERVICE. The subscription to collection services from the franchised contractor of containers of sufficient size and/or frequency of service that all Trash, Organics, and Recyclable Materials are enclosed within their respective container with the top of the container in a fully closed position ready for collection.

AGREEMENT. A contract entered into between the city and the contractor providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the contractor's collection and disposal of materials and the setting of rates and charges for services.

CALIFORNIA CODE OF REGULATIONS or "CCR". State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CALRECYCLE. California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on cities (and others).

CITY. The City of Antioch, California.

CITY COUNCIL. The City Council of the City of Antioch, California.

CITY MANAGER. The City Manager of the City of Antioch or his or her designee.

CODE. The Antioch Municipal Code.

COLLECTION. The act of collecting Solid Waste, Recyclables, or Organic Waste at or near the place of generation or accumulation.

COMMERCIAL BUSINESS or COMMERCIAL. A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling with five or more units, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

COMMERCIAL EDIBLE FOOD GENERATOR. Tier One or Tier Two Commercial Edible Food Generator as defined in this section or as otherwise defined in 14 CCR Sections 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

COMMUNITY COMPOSTING. Any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4), or, as otherwise defined by 14 CCR Section 18982(a)(8).

COMPLIANCE REVIEW. A review of records by the City to determine compliance with this chapter.

COMPOST. Product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility or as in 14 CCR Section 17896.2(a)(4).

COMPOSTABLE PLASTICS or COMPOSTABLE PLASTIC. Plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

CONSTRUCTION AND DEMOLITION DEBRIS or C&D. Has the same definition as in Section 6-3.201 of this Code.

CONTAINER. An approved receptacle for the storage and disposal of Trash, Organics, and Recyclable Materials, including contractor-supplied receptacles such as carts, bins, or drop boxes (or roll- off box, debris box); and also including subscriber- supplied containers for extra materials set out for collection, however limited as to size and weight as specified in the franchise agreement.

CONTAINER CONTAMINATION or CONTAMINATED CONTAINER. A container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

CONTRACTOR or FRANCHISED CONTRACTOR. The person or entity with whom the City contracts for the collection and disposal of Solid Waste, including Trash, Organics, and Recyclable Materials or other waste materials.

DESIGNEE. An entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

EDIBLE FOOD. Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in the SB 1383 Regulations require or authorize the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

ENFORCEMENT ACTION. An action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

ENFORCEMENT OFFICER. The City Manager, county administrative official, chief operating officer, executive director, public works director or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing this chapter.

EXCLUDED WASTE. Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City or its Designee to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the Contractor for collection services.

FOOD DISTRIBUTOR. A company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

FOOD FACILITY. Has same meaning as in Section 113789 of the Health and Safety Code.

FOOD RECOVERY. Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

FOOD RECOVERY ORGANIZATION. An entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply.

FOOD RECOVERY SERVICE. A person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

FOOD SCRAPS. All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

FOOD SERVICE PROVIDER. An entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

FOOD-SOILED PAPER. Compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

FOOD WASTE. Food Scraps, Food-Soiled Paper, and Compostable Plastics.

GARBAGE. See Trash.

GENERATOR or WASTE GENERATOR. A person or entity that is responsible for the initial creation of waste.

GREEN WASTE. All plant matter cut, trimmed, or pruned from the generator's premises, including grass, garden plants, flowers, and tree and shrubbery trimmings, but excluding cactus, palm fronds and bamboo.

GROCERY STORE. A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR § 18982(a)(30).

HAULER ROUTE. The designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR § 18982(a)(31.5).

HAZARDOUS MATERIALS. All materials which are defined as being hazardous to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Hazardous materials/waste may include those things which are not hazardous in and of themselves, but which may become hazardous in combination with other

materials which may be found in the waste stream. Examples include, but are not limited to, fireworks, gunpowder, antifreeze, paint thinner, mineral spirits, paint, asbestos, insecticides, weed killer, household cleaners with lye or ammonia, and medicines.

HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY. A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

INFECTIOUS WASTE. All waste materials which are defined as being injurious to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Examples include, but are not limited to, needles and syringes and other instruments used to administer medication, disposable diapers, rags or other materials used to clean areas infected by human or animal waste, and other materials contaminated with or exposed to infected or contagious persons, animals, or materials.

INSPECTION. A site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Trash, Recyclable Materials, Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this chapter.

LARGE EVENT. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

LARGE VENUE. Permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply.

LOCAL EDUCATION AGENCY. A school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

MIXED WASTE ORGANIC COLLECTION STREAM or MIXED WASTE. Organic Waste collected in a Container that is required by 14 CCR §§ 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

MULTIPLE-FAMILY DWELLING or MULTI-FAMILY RESIDENTIAL DWELLING or MULTI-FAMILY. Premises used for residential purposes with five (5) or more dwelling units, including condominium projects, duplexes, townhouse projects, apartment houses, or mobile home parks, irrespective of whether residence therein is transient, temporary or permanent which receive collection services from centralized locations. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

NOTICE OF VIOLATION or NOV. A notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

OCCUPIED. Any structure or property that is served by an active water account.

ORGANIC WASTE or ORGANICS. Includes food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

ORGANIC WASTE CONTAINER or ORGANICS CONTAINER. A Container used for the purpose of storage and collection of Source Separated Organic Waste.

ORGANIC WASTE GENERATOR. Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

PAPER PRODUCTS. Including but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PRINTING AND WRITING PAPERS. Including but not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

PROHIBITED CONTAINER CONTAMINANTS. Materials placed in the incorrect container for resource recovery, includes the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Recycle Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics for the City's Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Waste to be placed in City's Organics

Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any Container.

RECOVERY. Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

RECYCLABLES or RECYCLABLE MATERIALS. Defined as and including glass, paper, cardboard, wood, concrete, plastic, used motor oil and filters, ferrous and non-ferrous metal, aluminum, and any other waste materials that are capable of being recycled.

RECYCLE, RECYCLED or RECYCLING. The process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris, at § 6-3.201 et seq. of the Antioch Municipal Code.)

RECYCLED-CONTENT PAPER. Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR § 18982(a)(61).

RECYCLING CONTAINER. Has the same meaning as in 14 CCR § 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

RECYCLING FACILITY. A business that collects or processes Recyclable Materials.

REFUSE. See Trash.

REMOTE MONITORING. The use of the internet of things and/or wireless electronic devices to visualize the contents of Trash Containers, Recycling Containers, and Organics Containers, for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

RESIDENTIAL. Any residential dwelling.

RESOURCE RECOVERY. Managing Solid Waste and sorting them in a manner as to maximize the ability to use discarded material to create valuable products as new outputs. The aim is to reduce the amount of waste generated, thereby reducing the need for landfill space, optimizing the values created from waste and reducing the need to use raw materials in the manufacturing process.

ROUTE REVIEW. A visual Inspection of Containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

RUBBISH. See Trash.

SALVAGE. The authorized and controlled accumulation of Solid Waste materials for subsequent use. SALVAGEABLE MATERIALS refers to items that can be put to subsequent use.

SB 1383. Senate Bill 1383 (Chapter 395, Statutes of 2016), which established methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

SB 1383 REGULATIONS. The Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SELF-HAULER. A person who hauls Solid Waste, Organic Waste or Recyclable Materials they have generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). BACK-HAUL means generating and transporting Organic Waste to a destination owned and operated by the generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

SINGLE-FAMILY means of, from, or pertaining to any residential premises with fewer than five (5) units.

SOLID WASTE or WASTE. All putrescible and non-putrescible solid, semi- solid, and liquid wastes, including solid waste, Trash, refuse, paper, rubbish, ashes, commercial and industrial wastes, green waste, construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. SOLID WASTE or WASTE includes Recyclable Materials that are discarded by the generators of such materials and mixed waste which include both recyclable and non-recyclable materials. SOLID WASTE or WASTE does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all Recyclable Materials that are discarded by the generator, and mixed waste. SOLID WASTE does not include exempt waste, as defined above.

SOURCE SEPARATE. The process of removing Recyclable Materials and Organic Waste from Solid Waste at the place of generation, prior to collection, and placing them into separate Containers that are separately designated for Recyclable Materials.

SOURCE SEPARATED ORGANIC WASTE. Organic Waste that can be placed in an Organics Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Recyclable Materials, carpets, non-Compostable paper, and textiles.

SOURCE SEPARATED RECYCLABLE MATERIALS. Source Separated Organic Wastes that can be placed in a Recycling Container that is limited to the collection of those Organic

Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43), or as otherwise defined by 14 CCR Section 17402(a)(18.7).

SOURCE SEPARATED RECYCLABLE MATERIALS. Source Separated Non-Organic Recyclables and Source Separated Organic Recyclables.

SPECIAL HANDLING MATERIALS. All materials which are defined as requiring special handling for the public health and safety by federal, state, or county statutes, legislation, policies, or rules and regulations. SPECIAL HANDLING MATERIALS shall also mean those things which are not dangerous in and of themselves, but which may impose a hazard to the public health when combined with other materials which may be found in a waste stream or disposal site, or which may contaminate water supplies or other facilities used by the public and not disposed of properly, or which cannot be conveniently handled using standard equipment and procedures. Examples include, but are not limited to, used automobile oil and filters, household cleaners which are not inherently hazardous, and large-sized or bulk materials or materials too heavy to dispose of through the normal container process.

SUBSCRIBER. All persons, firms, corporations, or entities which generate or accumulate Solid Waste, rubbish, Recyclables/salvageable materials, hazardous materials, infectious wastes, or special handling materials within the boundaries of the city as they may exist from time to time.

SUPERMARKET. A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply.

TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - (2) Hotel with an on-site Food Facility and 200 or more rooms.
 - (3) Health facility with an on-site Food Facility and 100 or more beds.
 - (4) Large Venue.
 - (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply.

TRASH. Solid Wastes placed in the designated container for disposal to landfill.

TRASH CONTAINER. A Container used for the purpose of storage and collection of Trash.

WASTE DIVERSION. Any effort to reduce the amount of waste disposed of at landfill by reduction, reuse, recycling or composting.

WHOLESALE FOOD VENDOR. A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

§ 6-3.02 TRASH, ORGANICS, AND RECYCLABLE MATERIALS; MANDATORY SERVICE.

Every owner, proprietor, person in possession, manager, or other person, firm, or corporation having the charge or control of any occupied property shall be subject to the provisions of this section based on the property types as defined.

Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (A) Single-Family Organic Waste Generators shall comply with the following requirements.
 - (1) Shall subscribe to City's three-container collection services for Trash, Recyclable Materials, and Organics. City shall have the right to review the number and size of a Generator's Containers to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and, Single-

- Family generators shall adjust their service level for collection services as requested by the City.
- (2) Shall participate in the City's three-container collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and Trash in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.
- (B) Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:
 - (1) Subscribe to City's three-container collection services and comply with requirements of those services as described below:
 - (a) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and Trash in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.
 - (b) City shall have the right to review the number and size of a Generator's Containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the City.
 - (2) Supply and allow access to an adequate number, size and location of collection containers with sufficient labels or colors (conforming with §6-3.03(A)(3) below) for employees, contractors, tenants, and customers, consistent with City's Recycling Container, Trash Container, and Organics Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08.
 - (3) Excluding Multi-Family Residential Dwellings, provide Containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such Containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

- (a) A body or lid that conforms with the container colors provided through the collection service provided by the Franchised Hauler, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (b) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (4) To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a Container not designated for those materials per the City's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08. For the purpose of this subsection, property managers and maintenance staff are considered employees.
- (5) Inspect Recycling Containers, Organics Containers, and Trash Containers for contamination and inform employees and tenants if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (6) Annually provide information to employees, contractors, tenants, and customers about Resource Recovery requirements and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.
- (7) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Trash (when applicable) and the location of containers and the rules governing their use at each property.
- (8) Provide or arrange access for the City or its agent to their properties during all Inspections to confirm compliance with this chapter and SB 1383 Regulations.
- (9) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in §6-3.08.

- (10) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to §6-3.302
- (C) Every person, firm or corporation that generates and that is required by this chapter to dispose of Trash, Organics, and Recyclable Materials shall subscribe with the Contractor for the collection of Trash, Organics, and Recyclable Materials. In the case of any leased or rented single-family dwelling or leased or rented apartment, flat, duplex, or multi-family dwelling, the owner shall ensure that there is adequate collection and disposal service for each occupant residing therein and shall be responsible for the payment of the charges therefor.
- (D) The Contractor shall give written notice to the City Manager or his or her designee of the address of any commercial or industrial business or occupied premises within the City which is not furnished with the collection and disposal service provided by the Contractor.
- (E) Failure to subscribe for and correctly participate in the collection of Trash, Organics, and Recyclable Materials as required by this code is unlawful. In addition to the penalties provided in Chapter 2 of Title 1 of this code, failure to subscribe for the collection and disposal of Trash, Organics, and Recyclable Materials may also result in abatement action by the city, including the City directing the Contractor to adjust service levels on an account on behalf of the property owner in incremental periods of six months.
- (F) If the city manager or his or her designee determines that any person, firm, corporation or entity has failed to subscribe for the collection of Trash, Organics, and Recyclable Materials as required by this code, a written notice may be sent to the person, firm, corporation or entity informing them of the violation and the requirements of this chapter. The notice shall direct the recipient to subscribe with the contractor within ten days after the date of the notice and the penalties for continued failure to comply.
- (G) Any person, firm, corporation or other entity may apply for an exemption to the requirements of this chapter upon the showing that the premises are unoccupied. Such application shall be made on any form supplied by the city.
- (H) No provision of this chapter shall be construed to prevent an owner from requiring the tenant to furnish the containers required by this chapter, or to subscribe for the collection of Trash, Organics, and Recyclable Materials; provided, however, that such arrangement does not excuse the owner of his or her obligations under this chapter if the tenant fails to comply.
- (I) Nothing in this chapter shall be construed to prevent any person, firm, corporation, or entity from the periodically removing and disposing of Trash, Recyclables, and Organics from premises owned, managed or controlled by that person as long as the self-haul requirements of § 6-3.08 are followed and the material removed does not include hazardous, infectious or special handling materials, or to so remove the material would constitute a hazard to the public health or safety or would constitute a public nuisance, or unless such person, firm, corporation or entity is engaged in the business of hauling.

(J) Owners of a structure or property that is vacant but maintains water services for irrigation, property maintenance or similar purpose, may apply to the City Manager or designee for exception to the requirement for Solid Waste service. The conditions and terms of this exemption may be restricted.

§ 6-3.03 SOLID WASTE AND RECYCLING CONTAINERS; LOCATION.

- (A) Commercial accounts. All subscribers of commercial accounts shall comply with the following requirements regarding containers and their placement:
- (1) All Trash, Organics, and Recyclable Materials containers and dumpsters shall be placed and maintained in a location readily accessible to the contractor and not constituting either a fire hazard or a public nuisance.
- (2) Upon written notification from the city that containers are being maintained in a hazardous or offensive condition, they shall be relocated immediately by the subscriber.
- (3) Failure to relocate the Containers following notice shall be unlawful and constitute an infraction, punishable as specified in this code.
- (B) Residential accounts. All subscribers of residential accounts shall comply with the following requirements regarding containers and their placement:
 - (1) It shall be the duty of every residential subscriber to place the containers in the street, with the wheels against the curb, not earlier than 6:00 p.m. the night before the scheduled pickup. There must be at least three feet of space between each Container and four feet between any Container and any other object on the street, such as vehicles.
 - (2) All Containers shall be removed from the city right-of-way at the end of the day on the scheduled collection day.
 - (3) It shall be unlawful to place hot ashes or similar materials in Containers. Violations of this provision shall subject the violator to civil liability for any loss, cost or damage of the public or the Contractor for such violation.
- (C) Trash, Organics, and Recyclable Materials shall not be transferred from a non-subscribing premises to any other premises.

§ 6-3.04 TRASH, ORGANICS AND RECYCLABLE MATERIALS CONTAINERS; TYPE PERMITTED; CLEANING.

- (A) Only those containers defined in § 6-3.01 of this chapter as subscriber-supplied containers may be supplied or used by subscribers, unless special contractual agreements are made with the contractor for the use of commercial containers and/or other containers approved by the city and contractor, including, but not limited to, containers for Recyclable Materials and Organics. Subscribers shall use containers that are provided by the contractor, except in special situations as authorized by the contractor, such as for the pickup of oil to be recycled.
- (B) All containers shall be maintained in a clean and sanitary condition. Failure to do so shall be unlawful and constitute both a public nuisance and an infraction.

(C) Upon the failure of the subscriber to maintain containers in a sanitary condition after notice from the city, the city may order the contractor to clean same. Any such cleaning shall constitute an extra service and shall be the liability of and be recoverable from the subscriber.

§ 6-3.06 BURNING AND BURYING SOLID WASTE.

It shall be unlawful for any person, firm, corporation or entity to discard, burn, or bury any Solid Waste on any private or public property, except at a landfill licensed by the County Health Department. This section does not prohibit composting when accomplished consistent with criteria and standards of the County Health Department.

§ 6-3.07 SOLID WASTE VEHICLES.

- (A) It shall be unlawful for any person, firm, corporation or entity to collect, transport, or carry Solid Waste, rubbish, hazardous waste, infectious waste, and/or special handling materials in any vehicle which does not comply with all federal, state, and local waste disposal criteria and regulations.
- (B) It shall be unlawful for any person, firm, corporation or entity to throw any Solid Waste, rubbish, hazardous waste, infectious waste, and/or special handling materials directly into any of the contractor's vehicles.

§ 6-3.08 UNLAWFUL COLLECTION OR TRANSPORTING OF SOLID WASTE and SELF-HAUL REQUIREMENTS.

It shall be unlawful for any person, firm, or corporation, other than the Contractor or its employees, or the person, firm, or entity which has contracted with the contractor for such transportation, or unless otherwise excluded or exempted by federal or state law, to collect within the City or to transport or carry any Solid Waste, Trash, Organics, Recyclable Materials, hazardous waste, infectious material, or special handling material through the city with the following exceptions:

- (A) Self-haulers who are hauling Trash, Organics or Recyclables/salvageable materials from their own property or job site for disposal or diversion and who are not engaged in the business of hauling must abide by the following
 - (1) Self-Haulers shall source separate all Recyclable Materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's Organics and Recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
 - (2) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

- (3) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (a) Delivery receipts and weight tickets from the entity accepting the waste.
 - (b) The amount of material in cubic yards or tons transported by the Generator to each entity.
 - (c) If the material is transported to an entity that does not have scales onsite, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
 - (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in § 6-3.08(A)(3) to the City if requested.
- (B) A Residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in § 6-3.08(A)(3) above.
- (C) The term "Solid Waste" as used in this section shall not include scrap meat, fats or hides from any butcher shop or restaurant, and provided that any person, other than the contractor, removing, collecting or carrying such scrap meat, fats or hides shall first obtain a permit from the City Manager or his or her designee upon a showing that the transportation will be accomplished in a safe and sanitary manner in equipment designed and maintained for that purpose.
- (D) In the event that the city authorizes collection or transporting of Solid Waste due to a declared emergency.

§ 6-3.09 TIME OF COLLECTION.

Unless otherwise directed by the city, such as in emergencies or on a case-by-case basis:

- (A) No Solid Waste shall be collected in the business district between the hours of 11:00 a.m. and 10:00 p.m. of each day, except for a one-time special service upon a specific request by a subscriber.
- (B) No Solid Waste shall be collected in the residential areas between the hours of 6:00 p.m. and 6:00 a.m.

§ 6-3.10 COLLECTION CONTRACTS.

- (A) Authorized. The City Council may let contracts or enter into agreements, including exclusive franchises, contracts or agreements, with any person, firm, or entity for the removal of Trash, Organics, Recyclables/salvageable material, or other waste matter.
- (B) Revocation. Any such agreement may be revoked at any time by the City Council for noncompliance with the provisions of this chapter, subject to the terms and conditions of such agreement, including any applicable notice and cure provisions.
- (C) Bond. Each such Contractor shall give a bond, payable to the City, in such sum of money as may be fixed in the discretion of the City Council, co-signed by a good and sufficient surety admitted and authorized to do business in California and conditioned for the faithful performance of the duties imposed by the provisions of this chapter and the terms of the agreement entered into with the City. The City, in its discretion, may permit a letter of credit to be substituted in lieu of such bond.
- (D) Workers' Compensation insurance. Such agreement shall require that the contractor procure for the period covered by the contract full workers compensation insurance as required by state law.
- (E) Liability insurance. Such agreement shall require that the Contractor obtain and maintain liability insurance in amounts and coverage details acceptable to the City Attorney and City Council.
- (G) Resource Recovery Requirements for Haulers and Facility Operators:
 - (1) The Franchised Contractor providing residential, commercial, or industrial Organic Waste collection services to Generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (a) Through written notice to the city annually on or before May 1st, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Organic Waste.
 - (b) Transport Source Separated Recyclable Materials, Source Separated Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (c) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and §6-3, Article II of this Code.
 - (2) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(3)Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

§ 6-3.11 FREQUENCY OF SOLID WASTE COLLECTION.

- (A) All Trash, Organics, and Recyclable Materials shall be collected not less frequently than once every seven days with the following exceptions:
 - a. More frequent collections shall be made at those premises where it is determined by the City Manager, or his or her designee, that one collection each week is insufficient to maintain the premises in a clean and sanitary condition.
 - b. Single Family Residential services shall be allowed to have bi-weekly collection of materials as determined by the Franchise Agreement.
- (B) The rates to be charged by the contractor for services shall not exceed the maximum rates authorized by the City Council in the agreement or by subsequent modifications thereto.

§ 6-3.12 COLLECTION BILLING.

The contractor may bill the subscribers in advance. However, the billing periods shall be at least as often as quarterly.

§ 6-3.13 COLLECTION; NONPAYMENT.

- (A) It shall be unlawful for any subscriber to fail, neglect or refuse to pay the contractor the rates approved by the City Council for such service. Upon an application by the contractor to the city, the city is authorized to use its enforcement authority, including but not limited to, the right to subscribe to Solid Waste or other service for the subject property in six-month increments up to one year and place a special assessment lien the property to which the subscription services are provided, pursuant to the procedures set forth in § 1-5.09 of this code.
- (B) If the contractor terminates service to any nonpaying subscriber, such subscriber, as a condition precedent to the reestablishment of service, shall fully comply with the current billing practices and policies of the contractor, including but not limited to, requirements to pay in cash or cash equivalent, prepayment of one full billing cycle, payment of all costs of collection and payment of a reinstatement fee.
- (C) All costs of collecting delinquent payments including, but not limited to, interest charges, collection agency charges, and attorney fees and costs shall be added to and become a part of the charges owed for the services rendered to the subscriber by the contractor and shall be governed by this chapter in the same manner as the original charges and may be placed against the property as a special assessment lien.

§ 6-3.14 UNLAWFUL TO DUMP ON PUBLIC OR PRIVATE PROPERTY.

It shall be unlawful for any person, firm, or corporation to deposit or dump any Solid Waste in any location on public or private property, unless in a location specifically authorized in writing by the city.

§ 6-3.15 PLACE AND MANNER OF DUMPING; COMPLIANCE WITH REGULATIONS.

The contractor and any person acting with its authority shall conform with all laws, ordinances, and regulations of the federal, state, county and city authorities as to the place and manner of dumping Solid Waste collected in the city.

§ 6-3.16 INSPECTION AND ENFORCEMENT DUTIES OF THE CITY MANAGER.

It shall be the right of the City Manager or his or her designee to inspect and supervise all vehicles used in the collection, handling and disposal/recycling of Solid Waste and to ascertain that such vehicles are kept clean and sanitary.

§ 6-3.17 REMOVAL OF RECYCLABLE MATERIALS.

It shall be unlawful for any person other than the contractor to remove or take Recyclable Materials from containers which are left on or near the sidewalk for the contractor's collection and removal. Containers having the contractor's name or initials indicated thereon shall be presumed to be left for its collection.

§ 6-3.18 Inspections and Investigations

- (A) City Enforcement Officer and/or its Designee are authorized to conduct Inspections and investigations, at random or otherwise, of any Collection Container, Collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303 by Organic Waste Generators, Commercial Businesses, property owners, Tier One and Tier Two Commercial Edible Food Generators, Haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. City may conduct Container Inspections for Prohibited Container Contaminants using Remote Monitoring.
- (B) Regulated entities shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City Enforcement Officer or Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers, Edible Food Recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described.
- (C) Any records obtained by a City or Designee for Edible Food Recovery during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(D) City Enforcement Officer and/or its Designee, are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

§ 6-3.19 Enforcement

- (A) The City may take Enforcement Actions, including the issuance of an administrative citation and assessment of a fine, against persons and entities for violating this chapter. The City's procedures on the imposition of administrative fines under Chapter 5 of Title 1 of this Code shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter.
- (B) The City Enforcement Officer and/or its Designee will monitor compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring).
- (C) Education of SB 1383 Requirements.
 - (1) Beginning January 1, 2022 and through December 31, 2023, the City or its Designee may conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, and if City or its Designee determines that Organic Waste Generator, Self-Hauler, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials and/or, for the purposes of Edible Food Recovery, training to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.
 - (2) The City Manager or his or her designee shall work with the Contractor and other entities to conduct outreach and educate waste generators regarding compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303.
 - (3) The City Manager or his or her designee shall work with the Contractor to annually identify residences and Commercial Businesses subject to the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303.
- (D) Beginning January 1, 2024, if the City or its Designee determines that an Organic Waste Generator, Self-Hauler, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this section, as needed.

- (E) Prior to taking any Enforcement Action against a person, business, or entity for violating the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, the City shall first notify the person, business, or entity and provide an opportunity to correct the violation through the issuance of a Notice of Violation by a City Enforcement Officer. Notices shall be sent to the "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the residential dwelling or Commercial property or to the party responsible for paying for the Collection services, depending upon available information. This notice shall contain the information required by Antioch Municipal Code section 1-5.04. The notice shall state the person, business, or entity has 60 days to correct the violation. The person, business, or entity shall be responsible for ensuring and demonstrating compliance with the requirements of the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, within the 60-day time frame provided in the notification of violation. Failure to demonstrate compliance shall be cause for enforcement.
- (F) For incidences of Prohibited Container Contaminants found in containers, City Enforcement Officer will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a Container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 30 days after determining that a violation has occurred. Notwithstanding the foregoing, the City may issue administrative citations immediately for container contamination and failure to subscribe to collection service as required by Section 6-3.02. The City may pursue enforcement of the provisions of this chapter through administrative, civil, or criminal proceedings.
- (G) The penalty levels for violations are the penalties set forth in Section 1-5.06(A).
- (H)The City or its Designee may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:
 - (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
 - (2) Delays in obtaining discretionary permits or other government agency approvals; or,
 - (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- (I) Persons receiving an administrative citation containing a penalty for an uncorrected Notice of Violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's code for appeals of administrative citations. Evidence may be presented at the hearing.

The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

ARTICLE II: CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

§ 6-3.201 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context indicates or requires a different meaning.

APPLICANT. Any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake construction, demolition, or renovation project within the city.

CONSTRUCTION. The building of any facility or structure or any portion thereof including tenant improvements to an existing facility or structure.

CONSTRUCTION AND DEMOLITION DEBRIS or C&D DEBRIS. Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure.

CONVERSION RATE. The California Integrated Waste Management's accepted conversion rate used in estimating the volume or weight of materials identified in a waste management plan.

COVERED PROJECT shall have the meaning set forth in § 6-3.202 and must comply with the 2019 California Green Building Standards Code (CALGreen) and any future changes made to the threshold for covered projects under that code.

DECONSTRUCTION. The process of carefully dismantling a building or structure in order to salvage components for reuse or recycling.

DEMOLITION. The decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

DIVERSION REQUIREMENT. The redirection from the waste stream of at least 65% of the total construction and demolition debris generated by a project via reuse or recycling, and must comply with the 2019 California Green Building Standards Code (CALGreen) and any future changes made to the diversion rate under that code unless the applicant has been granted an infeasibility exemption, in which case the DIVERSION REQUIREMENT shall be the maximum feasible diversion rate established by the WMP Compliance Official for the project.

DIVERT. To use material for any purpose other than disposal in a landfill or transformation facility.

NONCOVERED PROJECT shall have the meaning set forth in § 6-3.202(B).

PROJECT. Any activity, which requires an application for a building or demolition permit, or any similar permit from the city.

RECYCLING. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become Solid Waste, and returning them to the economic

mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

RENOVATION. Any change, addition, or modification in an existing structure.

REUSE. Further or repeated use of materials in their original form.

SALVAGE. The controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

TENANT IMPROVEMENTS. A project involving structural or other modifications of an existing property resulting in the generation of C&D debris.

TOTAL COSTS. The total construction value of the project using standard commercial and residential valuation formulas.

VENDOR. A hauler of commercial recycling materials authorized by the City of Antioch.

WASTE MANAGEMENT PLAN (WMP). A completed WMP form, approved by the city for the purpose of compliance with this article, submitted by the applicant for any covered project. Prior to project start, the WMP shall identify the types of C&D debris materials that will be generated for disposal and recycling. A completed WMP contains actual weight or volume of the material disposed or recycled.

WMP COMPLIANCE OFFICIAL. The Community Development Director or his or her designee.

§ 6-3.202 THRESHOLD FOR COVERED PROJECTS.

- (A) Covered projects.
 - (1) The following projects shall comply with this article:
 - (a) All new structures;
 - (b) All permitted non-residential additions and alterations;
- (c) Permitted residential additions or alterations that add to the conditioned area of the property; and
 - (d) Demolition of any structure or portion of a structure larger than 120 square feet.
- (2) For the purposes of determining whether a project meets the foregoing thresholds, all phases of a project and all related projects taking place on a single or adjoining parcel, as determined by the WMP Compliance Official, shall be deemed a single project.
- (B) Noncovered projects. Applicants for construction, demolition, and renovation projects within the city which are not covered projects ("noncovered projects") shall be encouraged to divert as much project-related construction and demolition debris as possible.
- (C) Building and demolition permits. No building, site development or demolition permit shall be issued for a covered project unless and until the WMP Compliance Official has approved a WMP for the project. Compliance with the provisions of this article shall be listed as a condition of approval on any building, site development or demolition permit issued for a covered project.
- (D) Projects sponsored by the city. All construction, demolition and renovation projects sponsored by the city shall be considered covered projects for the purposes of this chapter.

The project sponsor shall submit a WPM to the official prior to beginning any or activities and shall be subject to all applicable provisions of this chapter.

§ 6-3.203 SUBMISSION OF WASTE MANAGEMENT PLAN.

- (A) WMP forms. Applicants for building, demolition, or site development permits involving any covered project shall complete and submit a waste management plan ("WMP"), on a WMP form approved by the city for this purpose as part of the application packet for the building, demolition, or site development permit. The completed WMP shall indicate all of the following:
 - (1) A list of the C&D Debris material types to be generated;
- (2) The vendor or facility that the applicant proposes to use to collect or receive the materials; and
- (3) Acknowledgment of responsibility. The WMP shall be signed by both the contractor and owner indicating that:
- (a) Understanding of consequences of not meeting the diversion requirement including being subject to fines; and
- (b) They are responsible for the actions of their subcontractors with regard to this diversion requirement.
- (B) Deconstruction. In preparing the WMP, applicants for building, demolition, or site development permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to landfilling. Materials generated in this process shall be considered divertable C&D debris and included in the amount of waste generated.

§ 6-3.204 REVIEW OF WASTE MANAGEMENT PLAN.

- (A) Approval.
- (1) Notwithstanding any other provision of this code, no building, demolition, or site development permits shall be issued for any covered project, nor shall any demolition, construction or renovation take place on any covered project, unless and until the WMP Compliance Official has approved the WMP. The WMP Compliance Official shall only approve a WMP if he or she first determines that all of the following conditions have been met:
 - (a) The WMP provides all of the information required by this article; and
- (b) The WMP indicates that diversion requirement for all C&D debris generated by the project will be met.
- (2) If the WMP Compliance Official determines that these two conditions have been met, he or she shall mark the WMP "Approved" and return a copy of the WMP to the applicant.
- (B) Nonapproval. If the WMP Compliance Official determines that the WMP fails to 1) list all C&D materials to be generated, 2) indicate that diversion requirement will be met, or 3) have both the contractor's and owner's signatures, he or she shall either:

- (1) Return the WMP to the applicant marked "Denied," including a statement of reasons, or
 - (2) Return the WMP to the applicant marked "Further Explanation Required", or
- (3) Return the WMP to the applicant marked "Temporary Permit" which will be valid for the period specified.

§ 6-3.205 INFEASIBILITY EXEMPTION.

- (A) Application. If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time that he or she submits the WMP. Increased costs to the applicant generally will not be a sufficient basis for an exemption unless such costs are extraordinary. The applicant shall indicate on the WMP the maximum amount of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.
- (B) Meeting with WMP Compliance Official. The WMP Compliance Official shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Upon request of the city, the WMP Compliance Official may request the staff from the Solid Waste Division attend this meeting or may require the applicant to request a separate meeting with Solid Waste Division staff. Based on the information supplied by the applicant and, if applicable, Solid Waste Division staff, the WMP Compliance Official shall determine whether it is possible for the applicant to meet the diversion requirement.
- (C) Granting of Exemption. If the WMP Compliance Official determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall establish a minimum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the applicant. The WMP Compliance Official shall return a copy of the WMP to the applicant marked "Approved for Infeasible Exemption."
- (D) Denial of exemption. If the WMP Compliance Official determines that it is feasible for the applicant to meet the diversion requirement, he or she shall so inform the applicant in writing. The applicant shall have 30 days to resubmit a WMP form.

§ 6-3.206 SUBMITTAL OF COMPLETED WASTE MANAGEMENT PLAN.

- (A) Documentation.
- (1) No permit or approvals related to the project site shall be issued by the city until the applicant complies with the provisions of this section. The completed WMP must be approved prior to final occupancy. A temporary occupancy may be granted by the Building Official.
- (2) The applicant shall submit documentation along with a completed WMP that documents the diversion requirement for the project has been met to the City Compliance Official in order to receive final occupancy approval. This documentation shall include the following:

- (a) The completed WMP submitted for approval shall list for each construction and demolition material type generated the actual material volume or weight the project generated and receipts from both the disposal and recycling facilities and/or licensed haulers and vendors that received each material showing clearly whether the material was disposed or recycled; and
- (b) Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with this article.
- (B) Weighing of wastes. Applicants shall make reasonable efforts to ensure that all C&D debris diverted or landfilled are measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used.
- (C) Determination of compliance and release of permit. The WMP Compliance Official shall review the information submitted under division (A) above and determine whether the applicant has complied with the diversion requirement, as follows:
- (1) Full compliance. If the WMP Compliance Officer determines that the applicant has fully complied with the diversion requirement applicable to the project, he or she shall indicate such compliance on the WMP.
- (2) Good faith effort to comply. If the WMP Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this article. In making this determination, the WMP Compliance Official shall consider the availability of markets for the C&D debris landfilled, the size of the project, and the documented efforts of the applicant to divert C&D debris. If the WMP Compliance Official determines that the applicant has made a good faith effort to comply with this article, he or she shall so indicate on the WMP.
- (3) Noncompliance. If the WMP Compliance Official determines that the applicant has not made a good faith effort to comply with this article, or if the applicant fails to submit the documentation required by division (A) above within the required time period, then the applicant shall be in violation of this article and be liable for a civil penalty, including that authorized by § 9-5.2707.1 of this code, in addition to any other remedy provided by this article.

§ 6-3.207 APPEAL.

Appeal of a determination made under this article shall be made to the Director of Community Development or his or her designee.

ARTICLE III: EDIBLE FOOD RECOVERY

§ 6-3.301 Definitions

For terms used in this Article, the Definitions in §6-3.01 apply.

- § 6-3.302 Requirements for Commercial Edible Food Generators
- (A) Tier One Commercial Edible Food Generators must comply with the requirements of this Article commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (B) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (C) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.

- iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (D) Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).
- §6-3.303. Requirements for Food Recovery Organizations and Services,
- (A) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
- (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (B) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
- (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (C) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with

one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than May 1st of each year.

(D) In order to support Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager

APPROVED BY: Cornelius Johnson, Interim City Manager

SUBJECT: Unhoused Resident Services - Resolution Authorizing Expenditure

of Funds in Excess of City Manager Signature Authority

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the expenditure of funds paid to Executive Inn in an amount not to exceed \$150,000 for stays associated with the City's Motel Voucher Program and the County's Delta Landing Interim Housing Program for City of Antioch referrals.

FISCAL IMPACT

The City Council previously allocated General Fund resources to address unhoused resident needs. \$476,403 is included in the approved Fiscal Year 2021/22 General Fund Budget for program activities.

DISCUSSION

In late November of 2021, the City of Antioch expanded utilization of the Executive Inn beyond the City's Motel Voucher Program. A maximum of fifteen additional rooms are now in use for short term stays for adult participants who are identified as candidates for potential placement at Contra Costa County's Delta Landing Interim Housing Program in Pittsburg.

Due to unforeseen circumstances, the Delta Landing site re-opening has been temporarily delayed from the original date identified in early December. The City is currently anticipating a move in date of January of 2022. Because the Antioch Municipal Code sets the City Manager's signature authority at \$50,000, the attached resolution is necessary to authorize expenditure of funds in excess of the amount anticipated as payment to the Executive Inn as the vendor.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND AUTHORIZING THE CITY MANAGER TO EXPEND CITY FUNDS AS PAYMENT TO THE EXECUTIVE INN IN AN AMOUNT NOT TO EXCEED \$150,000

WHEREAS, the City of Antioch solicited motel operator participation in the City's Motel Voucher Program for unhoused residents;

- **WHEREAS,** the Executive Inn, located at 515 East 18th in Antioch, CA, subsequently expressed formal interest and agreed to certain terms and conditions relative to participation in the City program;
- **WHEREAS,** the City expanded motel utilization for overnight stays beginning on November 26, 2021 on a short term basis for a cohort of fifteen additional rooms;
- WHEREAS, the additional fifteen rooms account for participants in the City's referral process for the Contra Costa County Delta Landing Interim Housing Program in Pittsburg with a start date initially identified as early December 2021;
- **WHEREAS**, the Delta Landing Interim Housing Program site is in the final inspection phase and experiencing a temporary delay in the final clearance for occupancy;
- **WHEREAS,** § 3-4.10 of the Antioch Municipal Code sets the City Manager's signature authority at \$50,000; and
- **WHEREAS,** the Executive Inn charges the City \$125-\$135 per night, in addition to \$10 per night for pets and City Council authorization is necessary to compensate the Executive Inn in an amount that exceeds the City Manager's signature authority.
- **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager or designee to spend up to \$150,000 of the general fund for stays at the Executive Inn associated with the City's Motel Voucher Program and/or the County's Delta Landing Interim Housing Program for City of Antioch referrals.

* * * * * * *

RESOLUTION NO. 2022/** January 11, 2022 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 11 th day of January 2022, by the following vote:
AYES:
NOES:
ABSTAIN:
ABSENT:
ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH
CIT CLERK OF THE CITT OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of January 11, 2022

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:

Consideration of Bids for Prewett Park Concrete Improvements,

Phase III, (P.W. 567-9)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- Awarding the construction agreement for the Prewett Park Concrete Improvements, Phase III Project to the lowest, responsive, and responsible bidder, Mercoza;
- 2. Approving an Agreement with Mercoza in the amount of \$398,000 in substantially the form included in Exhibit A to the Resolution (Attachment "A"); and
- 3. Authorizing the City Manager to execute the Agreement with Mercoza for a total amount of \$398,000.

FISCAL IMPACT

The FY21/22 Capital Improvement Budget includes \$500,000 for this work through the General Fund.

DISCUSSION

On December 14, 2021, four (4) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Mercoza of Campbell, CA in the amount of \$398,000. The bids have been checked and found to be without errors or omissions.

This project will consist of removing and replacing deck coating, concrete stairs, concrete deck edge coping, and concrete flatwork at the Prewett Family Water Park.

ATTACHMENTS A: Resolution

Tabulation of Bids B:

ATTACHMENT "A"

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING THE CONSTRUCTION AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MERCOZA FOR THE PREWETT PARK CONCRETE IMPROVEMENTS, PHASE III P.W. 567-9

WHEREAS, the Consideration of Bids for the Prewett Park Concrete Improvements, Phase III ("Project") was published and advertised in the East Bay Times on November 8, 2021 and November 10, 2021 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on December 14, 2021, four (4) bids were received for the Project;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive, and responsible bidder, Mercoza; and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with Mercoza for a total amount of \$398,000.

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

- 1. Awards the construction contract to the lowest, responsive, and responsible bidder, Mercoza;
- 2. Approves an Agreement with Mercoza in the amount of \$398,000 in substantially the form included in Exhibit A; and
- 3. Authorizes the City Manager to execute an agreement with Mercoza in the amount of \$398,000 in a form approved by the City Attorney.

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RESOLUTION NO. 2022/**
January 11, 2022
Page 2 of 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of January 2022, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER
	CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of January, 2022 by and between MERCOZA, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 567-9**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents before April 1, 2022.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of <u>Three hundred ninety-eight thousand dollars (\$398,000.00)</u>, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

SCHEDULE OF BID PRICES FOR PREWETT PARK CONCRETE IMPROVEMENTS P.W. 567-9

Item No.	Unit	Description	Unit Price	Extended Amount
1.	LUMP SUM	Mobilization, complete in place for the lump sum price	\$ 40,000.00	\$ 40,000.00
2.	3,550 SF	Remove and Replace Deck Coating, complete in place for the unit price per square feet	\$ 70.00	\$ 248,500.00
3.	160 SF	Remove and Replace Concrete Stairs, complete in place for the unit price per square feet	\$ 60.00	\$ 9,600.00
4.	120 LF	Remove and Replace Concrete Pool Edge Coping, complete in place for the unit price per linear feet	\$ 225.00	\$ 27,000.00
5.	2,430 SF	Remove and Replace Concrete Flatwork, complete in place for the unit price per square feet	\$ 30.00	\$ 72,900.00



4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. (None)
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY:

City of Antioch

Capital Improvements

200 "H" Street P. O. Box 5007

Antioch, CA 94531-5007

CONTRACTOR:

Mercoza

Attn: Jason Duran P.O. Box 794

San Jose, CA 95106

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:
MERCOZA Name Under Which Business is Conducted
The undersigned certify that they sign this Agreement with full and proper authorization so to do
*By:
Title:
By:
Title:
* If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).
CITY OF ANTIOCH, CALIFORNIA A Municipal Corporation
By:
Title:
By: Elizabeth Householder, City Clerk
APPROVED AS TO FORM:



Thomas Lloyd Smith, City Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of January 11, 2022

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:

Supplemental Report: Consideration of Bids for Prewett Park

Concrete Improvements, Phase III, (P.W. 567-9)

DISCUSSION

Attachment B was omitted from the original staff report and is attached to this supplemental report.

ATTACHMENTS

B: Bid Tabulation

CITY OF ANTIOCH TABULATION OF BIDS	JOB TITLE: Prewett Park Concrete Improvements, Phase III (P.W. 567-9) BIDS OPENED: December 14, 2021 ~ 2:00 p.m. Parking Lot south of City Hall	Engineer's Mercoza Kerex Engineering Top Line Engineers, Inc. TNB Contractors, Inc. Estimate Campbell Pleasant Hill Hayward Antioch	\$480,000.00 \$398,000.00 \$398,000.00 \$398,100.00	SUBCONTRACTORS	Mercoza Kerex Engineering Top Line Engineers, Inc.	Concrete Grinding Delta Bay Concrete Cutting, Inc. Pool Coping Elite Custom Pools, Inc. Resurfacing
	t Park Concrete 567-9) ber 14, 2021 ~ 2: g Lot south of Ci	Engineer's Estimate	\$480,000.00	*	Mercoza	Concrete Grind: Bay Concrete Cu Pool Coping Slite Custom Pools
	JOB TITLE: Prewer (P.W) BIDS OPENED: Decem Parkin		TOTAL BID PRICE			Delt



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of January 11, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Edrees Argand, Assistant Engineer EA

APPROVED BY:

John Samuelson, Public Works Director/City Engineer

SUBJECT:

First Amendment to the Design Consulting Services Agreement

with Indigo Hammond + Playle Architects for On-Call Design

Engineering Services (P.W. 700-1)

RECOMMENDED ACTION

It is recommended that Council adopt a resolution to:

- 1. Approve the first amendment to the Design Consulting Services Agreement with Indigo Hammond + Playle Architects for On-Call Design Engineering Services, which increases the contract by \$100,000 for a total contract amount of \$150,000; and
- 2. Authorize the City Manager to execute the first amendment to the Design Consulting Services Agreement with Indigo Hammond + Playle Architects.

FISCAL IMPACT

The Capital Improvement Budget includes \$500,000 from the General Fund for the Citywide Signage Program. The General Fund Budget includes \$50,000 for the site evaluation of a future location to house the new City department.

DISCUSSION

On August 17, 2021, staff contacted twenty-one (21) firms requesting qualifications for On-Call Professional Civil Engineering Design Services, Project P.W. 700-1.

On September 9, 2021, qualifications were received from Woodard & Curran, BKF Engineers (BKF), Brown and Caldwell, Indigo, IMEG Corp., Atlas Technical Consultants LLC, Carollo Engineers Inc., AHTC Inc., RRM Design Group, Aftershock Geotechnical, and Borrelli and Associates Inc. Based on the content of the qualifications and discussions each firm had with the City and outside consulting staff, Bellecci & Associates, BKF, Brown and Caldwell, IMEG Corp., Indigo, and Woodard & Curran were selected as the most qualified firms to provide the services required for this project.

RSM Design completed the architectural graphic design for new signage throughout the City of Antioch. On November 19, 2021, City staff requested proposals from Bellecci & Associates, BKF, and Indigo for completing the design of the Rivertown Landmark Sign, Project, P.W. 679-1. The P.W. 679-1, Rivertown Landmark Sign Project will install one gateway sign over W. 2nd Street at E Street. Proposals were received from BKF and Indigo. Based on the content of the proposals and discussions each firm had with the City, Indigo was selected as the most qualified firm to provide the services required for this project.

Indigo has also provided a proposal for a feasibility study and assessment of remodeling 301 W. 10th Street, P.W. 289-15 for use by the City's Community Resources Department. The property was originally built as a Police Station but is currently and partially occupied by various non-profit organizations. The Community Resources Department will include Environmental Services, Unhoused Resident Services, Code Enforcement, Youth Services, CDBG Services, Animal Services and potentially the Community Crisis Intervention Program. Indigo was selected as the most qualified firm to provide the services required for this project.

ATTACHMENTS

A: Resolution

B: Amendment No. 1 to the Agreement with Indigo Hammond + Playle Architects

C: Original Agreement with Indigo Hammond + Playle Architects

ATTACHMENT "A"

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE DESIGN CONSULTING SERVICES
AGREEMENT WITH INDIGO HAMMOND + PLAYLE ARCHITECTS FOR ON-CALL
DESIGN ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AMENDMENT TO THE AGREEMENT

WHEREAS, on November 23, 2021, Indigo Hammond + Playle Architects ("Indigo") entered into a Design Consulting Services Agreement in the amount of \$50,000 to provide "on-call" professional design engineering services;

WHEREAS, the City continues to need "on-call" professional design engineering services to effectively manage its workflow, but a contract amendment and City Council authorization are is necessary to obtain those services; and

WHEREAS, the City Council has considered approving the first amendment to the Design Consulting Services Agreement ("Agreement") and authorizing the City Manager to execute the first amendment to the Agreement with Indigo to provide additional "on-call" services and increase the contract in the amount by \$100,000 for a total contract amount of \$150,000.

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

- 1. Approves the first amendment to the Design Consulting Services Agreement with Indigo Hammond + Playle Architects to increase the contract by \$100,000 for a total contract amount of \$150,000; and
- 2. Authorizes the City Manager to execute the first amendment to the Design Consulting Services Agreement with Indigo Hammond + Playle Architects in a form approved by the City Attorney.

A

RESOLUTION NO. 2022/**
January 11, 2022
Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of January 2022, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER
	CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

AMENDMENT NO. 1 TO AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES P.W. 700-1

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 11th day of January 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP, their address is 909 Fifth Street, Davis, CA 95616 ("Consultant").

RECITALS

WHEREAS, on November 23, 2021, CITY and INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP, entered into an Agreement for On-Call Professional Engineering Design Services ("Agreement") in the amount of \$50,000;

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

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

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A to Amendment No. 1 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 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed \$150,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:	INDIGO HAMMOND+PLAYLE ARCHITECTS
By:Rowland E. Bernal, Jr., City Manager	By:Bruce Playle, Partner
ATTEST:	
Elizabeth Householder, City Clerk	
APPROVED AS TO FORM:	

Thomas Lloyd Smith, City Attorney

EXHIBIT "A"



December 15, 2021

Edrees Argand, Assistant Engineer Capital Improvements Division Public Works Department 200 H Street Antioch, CA 94509-1005

Re: Design Services for P.W. 679-1 Rivertown Landmark Sign, City of Antioch, CA

Dear Edrees,

Thank you for the opportunity to provide this scope and fee proposal for the P.W. 679-1 Rivertown Landmark Sign for the City of Antioch. Please note that time is of the essence, and in order to complete this project by July 1, 2022 for the Antioch Sesquicentennial Celebration, notice to proceed by today December 15, 2021 is recommended. See attached Preliminary Project Work Plan.

Scope of Work

The scope of work is for one Rivertown Landmark Sign to be located at the intersection of E Street and W. 2nd Street, as shown by the RSM Design package, undated. Option 1 has been chosen by City Council and no further public input or planning approvals are assumed required. Base pedestals are similar to the design intent shown in the RSM Design package will be provided but will need to be adapted to site conditions. Use of this design is authorized only at the intersection of E Street and W. 2nd Street. Indigo will not be responsible for any damages which may result from use of this design at other locations.

The signs are to be internally illuminated requiring a code compliant source of electric power. The City intends to publicly bid the plans and specifications, the City will be responsible for preparing all bidding "front end" documents. Remedial work at crosswalks and sidewalks for accessibility compliance, repair or replacement is not included nor are detailed investigation of existing utilities that would require a civil engineer to be involved. Likewise, it is assumed no work is required to modify existing street lighting or traffic signals. Any required street lighting work, and impact on existing or replacement landscaping will be by City. Design services included with this proposal are below, please note that no civil engineering services are included:

- Architectural incl. coordination.
- Structural engineering.
- Electrical engineering.

Site studies included with this proposal are as follows:

- Geotechnical engineering.
- Limited site survey.
- Ground penetrating radar GPR.



Edrees Argand December 15, 2021 Page 2 of 4

Signage drawings will be prepared and included in the bidding documents based on the design intent shown in the signage graphic consultant RSM Design, whose release of copyright will be confirmed by City prior to proceeding. City will provide CAD file tracings of the RSM design as well as an editable form of the RSM Design package for copy of spec, etc. Some modification of the pre-existing design will be needed to accommodate structure, to adapt to existing site conditions, and in order that it can be built.

The City's budget for construction including design and all other costs is \$250,000. We will prepare a budget-level cost estimate to advise City of the probable cost of the project at the earliest practical point in the design phase.

Time is of the essence for this project to be authorized to proceed if it is to be completed by July 1, 2022 for the Antioch Sesquicentennial Celebration. Please see the attached Work Plan showing the timeframes necessary to achieve this important goal. Indigo will apply all due diligence to complete the project within the City's budget and timeframe, but due to market volatility at this time, makes no implied or express warranty in this regard.

The work will be performed in the following seven design steps.

Design Phase services

- Initial Meeting and Field Visit
- Limited Survey and Geotechnical Data
- Prepare Preliminary Plans
- Receive City Comments
- Prepare Final Plans and Specifications
- Receive City Comments
- Final Permit Plans Approved by City

Design Phase deliverables

- Location site plans at each intersection.
- Sign Plan Details.
- Signage Elevations.
- Signage Sections and Details.
- Structural plan and details.
- Electrical service plan, including new electric service, service pedestal, and new circuit.
- Technical Specifications.
- Budget-Level Cost Estimate.
- Site study: Limited site survey at E Street and W. 2nd Street, showing grades and surface features. Aboveground topography to a 50-foot radius around each of the sign columns, at locations as indicated. City will provide utility maps against which the proposed signage foundations will be compared to determine likely locations for signage foundations without conflicting existing utilities. Potholing at the 2 support foundations of the sign is provided as a further cost option as may be useful to determine potential underground conflicts with more certainty. If the review of utility plans above indicates no likely conflicts, the City could alternatively decide to make potholing the responsibility of the contractor, when the cost of excavation and filing of an encroachment permit and provision of traffic control will already be included in their bid. Either way, site USA will be required. This site assessment deliverable is assumed by City or provided as an optional site study. Does not include full ALTA survey, if required by City, please inquire for additional methodology and cost.

- Site study: Geotechnical investigation, testing, and recommendations letter will provide criteria for drilled piers, spread footings, and considerations for excavations. Included are up to 2 hand auger borings in landscaped areas at the 2 support foundations of the sign, that is a total of 4 hand auger borings. The hand auger borings will be up to 5 feet deep or to refusal if shallower. The laboratory program includes only sieve analysis and Atterberg limits. It is assumed the City of Antioch will not require the filing of an encroachment permit for the hand auger borings since they would be located in landscaped areas, and due to their shallow nature, a drilling permit application will not be required. Also, it is assumed that traffic control will not be required, since the borings will not encroach on City streets. Should any of these conditions be required, or if City requires full core drilling of the site, additional charges to those shown will apply, please inquire. This option will also require site USA. This site assessment deliverable is assumed by City or provided as an optional site study.
- Site study: Electronic detection and ground penetrating radar GPR to designate/clear underground utilities in the immediate vicinity of the foundations of the sign, total area is approximately1,500 sq ft. Field paint mark approximate utilities alignments and field paint mark approximate utilities depths. City utility department will open any relevant onsite sanitary sewer and storm drain service line cleanouts to enter for locating. it is assumed that traffic control will not be required since the scanning is not anticipated to encroach on City streets. Thus any cost for flagmen and traffic control are excluded. This study will locate any metallic and non-metallic lines with tracer. Further destructive exploration, if indicated, will be deferred to the construction phase of work.

Please note that for site studies, we will use due diligence in assessing existing site conditions, however we cannot be held responsible for the conditions themselves, as that responsibility resides with the City of Antioch as owner of the site.

Bidding Phase and Construction Phase services

Bidding Phase services and Construction Phase services will be provided on a time-and-materials basis outside of the Design Phase services fee. The need for these may be limited if the City is able to obtain the services of a competent contractor, and is able to provide adequate City inspection and oversight.

Fee Proposal

The Total Fee is a time-and-materials fee with a not-to-exceed cost of \$49,950. The Design Services fee portion is \$36,092 works out to be about an 18% design fee, a reasonable amount for a very small project executed in with professionalism and for expedited public bidding. Site studies are usually the responsibility of the owner, thus are broken out separately as shown below.

Design Services	
Architectural incl. coordination	\$23,500.
Structural engineering	\$8,050.
Electrical engineering	\$4,542.
Total Design Services	\$36,092.
Site Studies	
Geotechnical engineering	\$7,130.
Limited site survey	\$3,208.
Ground penetrating radar GPR	<u>\$3,520.</u>
Total Site Studies	\$13,858.
Total Fee	\$49,950.

Edrees Argand December 15, 2021 Page 4 of 4

Invoicing and other terms

Compensation for the above work will be billed monthly in accordance with the terms of the on-call services agreement. Changes in service will be on a time-and-materials, fixed-fee, or percentage basis as may be mutually agreed to in writing. Refer to the on-call services agreement for additional terms and conditions.

I hope you find this information useful and will look forward to assisting you with this important work for the Rivertown Landmark Signs for the City of Antioch. For best results, please provide your notice to proceed by today December 15, 2021 so that work can get started immediately.

Sincerely,

Bruce Playle, AIA

California Architect C15459

attachment

Preliminary Project Work Plan, Antioch Rivertown Gateway Sign

	D	ecen	ber	21		Jar	uary	'22		F	ebru	ary '	22		Marc	h '22	2		Apri	il '22			N	/lay ':	22			Jun	e '22			July	'22
	6	13	20	27	3	10	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18 2
Notice to Proceed 12/15/21																																	
Initial Meeting and Field Visit																24																	
Limited Survey and Geotechnical Data					135																												
Prepare Preliminary Plans																																	
Receive City Comments																																	
Prepare Final Plans and Specifications																																	
Receive City Comments																																	
Final Permit Plans Approved by City																																	
Bidding Phase																																	
Construction Phase (14 weeks estimated on expe	dited	basi	s)																														
City of Antioch Sesquicentennial Celebration																																	

Notes: 1) Schedule is preliminary only and subject to change based on factors beyond the control of Indigo Architects.





HAMMOND+PLAYLE ARCHITECTS, LLP

December 17, 2021

John Samuelson, Director Public Works Department 200 H Street Antioch, CA 94509-1005

Re: Design Services for 301 W. 10th Street Remodel for Community Services Department, City of Antioch, CA

Dear John,

Thank you for the opportunity to provide this scope and fee proposal for design services for a feasibility study and assessment of remodeling 301 W. 10th St. for use as the City of Antioch Community Services Department.

Scope of Work

The scope of work is a 2-step feasibility study and assessment of the City-owned property at 301 W. 10th St. for use as the City of Antioch Community Services Department. The property was originally built as the Antioch Police Station circa 1969-1970, and is currently partially occupied with various non-profit organizations. The building comprises 8,970 sf of main building area excluding the covered garage, and when combined with a 400 sf storage outbuilding amounts to a total of 9,370 sf gross building area. The City intends to renovate the facility to provide one-stop-shop customer service to the citizens of Antioch. The new department will include Environmental Services, Code Enforcement, Youth Services, Animal Health Services, Mental Health Response Team, Violence Prevention and Intervention as well as office space for the departmental Director and various support staff and spaces. No police services are included, fire plan review and enforcement services are available in the existing fire station next door. The purpose of 2-steps in this proposal is to first perform a high-level feasibility analysis to check programmatic fit and overall feasibility of using this property for the intended purpose, including a rough order-of-magnitude ROM cost, so that City can decide if it wants to proceed with the second part of the study which includes a more detailed study of the property including engineering analysis and a more detailed cost estimate.

Step #1 - Preliminary Assessment

Conduct visual inspection and walk-through of both building and site. Review as-built plans provided by City and prepare CAD base floor plan of the building and base site plan in sufficient detail for use in this study. Review staffing information provided by City and prepare Program Summary consisting of a tabular summary of all staff and key spaces with tentative space assignments for the newly formed City of Antioch Community Services Department. Perform a fit analysis by comparing the required program area with space available in the existing building. Prepare rough order-of-magnitude ROM cost and meet with City to review. Deliverables:

- Existing facility photos.
- Program Summary in tabular form.
- Existing site and floor plan.
- ROM cost estimate.
- Meeting notes.

Step #2 - Detailed Assessment

With authorization from the City and using feedback from Step #1 above, prepare up to three (3) alternative floor plan layouts demonstrating how the existing building can be best used to accommodate the new Community Services Department most efficiently and to implement customer service goals for one-stop-shop convenience. Conduct up to two (2) meetings with City staff to review and comment on these alternative plans, resulting in one Preferred Plan with which to proceed. Conduct a technical review of the existing as-bult plans and conduct one technical review of the existing building and site by architectural, structural, mechanical, and electrical engineers. Civil and landscape are excluded. Each discipline will generally define the level of system upgrade or replacement needed to accommodate the new use. Prepare a functional group cost estimate and meet with City to review. A hazardous materials assessment of the existing building will be performed, including ROM cost of any abatement which may be required. Site investigations for any hazmat, UST, etc. are not included. The cost estimate will be prepared in the Construction Specifications Institute CSI Uniformat functional groups for site and building. Based on input received from City, and using the abovementioned study elements, prepare a Feasibility Report for City use. Deliverables:

- Three (3) alternative conceptual floor plan layouts.
- One (1) preferred alternative conceptual floor plan layout.
- Existing facility analysis, including overview by engineers shown.
- Functional group cost estimate in CSI Uniformat.
- Hazmat assessment, building only.
- Feasibility Report.
- Meeting notes.

In this context, detailed assessment describes the level of detail consistent with the preliminary use of this study in assisting City decision-making on how to proceed. Site studies such as survey, geotechnical, and building scanning for as-builts are not included, nor are additional meetings or the work of subconsultants or engineers other than those shown. Further site investigations and other design work may be required should the City decide to complete the design and construction of this project. These are available on the basis of additional services, inquire for pricing.

Fee Proposal

The Total Fee is a time-and-materials fee with a not-to-exceed cost of \$69,800. As detailed below. Step #2 will not commence without the express authorization by the City based on the findings in Step #1.

Step #1 – Preliminary Assessment Architectural incl. coordination Total Step #1	<u>\$10,800.</u> \$10,800.
Step #2 – Detailed Assessment Architectural incl. coordination Structural engineering Mechanical engineering Electrical engineering Hazardous material consultant Total Step #2	\$31,100. \$7,000. \$7,000. \$7,000. \$6,900. \$59,000.
Total Step #1 & #2	\$69,800.

John Samuelson December 17, 2021 Page 3 of 3

Invoicing and other terms

Compensation for the above work will be billed monthly in accordance with the terms of the on-call services agreement. Changes in service will be on a time-and-materials, fixed-fee, or percentage basis as may be mutually agreed to in writing. Refer to the on-call services agreement for additional terms and conditions.

I hope you find this information useful and will look forward to assisting you with this important work for conversion of the City-owned property at 301 W. 10th St. for use as the City of Antioch Community Services Department, providing one-stop-shop customer convenience to the citizenry.

Sincerely,

Bruce Playle, AIA

California Architect C15459

attachment

ATTACHMENT "C"

DESIGN CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP FOR ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES P.W. 700-1

THIS AGREEMENT ("Agreement") is made and entered into this <u>23rd day of November, 2021</u> ("Effective Date") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("City") and Indigo Hammond + Playle Architects, LLP with its principle place of business at 909 Fifth Street, Davis, CA 95616 ("Consultant"). City and Consultant individually are sometimes referred to herein as "Party" and collectively as "Parties."

- **SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as **Exhibit A** 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, 2024, 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 <u>Standard of Performance.</u> Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 <u>Time.</u> Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.
- **SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **Fifty Thousand dollars (\$50,000.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as **Exhibit A**, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments

specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

- **2.1** <u>Invoices.</u> Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
 - The Consultant's signature.

2.2 Payment Schedule.

- **2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as <u>Exhibit B</u>], for services satisfactorily performed in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.
- 2.3 <u>Total Payment.</u> City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement, unless expressly provided for in Section 2.5.



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

- 2.4 <u>Hourly Fees.</u> Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule in Exhibit B.
- **2.5** Reimbursable Expenses. Reimbursable expenses are specified below Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

Subconsultants and their reimbursable expenses, including postage other than for general correspondence, plan check, permit, inspection fees required by governing bodies, plotting of CADD originals, printing and reproduction costs, and mileage and travel costs.

- **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** <u>Authorization to Perform Services.</u> The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.
- <u>SECTION 3.</u> FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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



- 4.1 <u>Commercial General Liability (CGL)</u>: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2 <u>Automobile Liability Insurance</u>. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **4.3** <u>Workers' Compensation Insurance.</u> as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **4.4** Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **4.5** Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:
- **4.5.1** Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Additional insured status under the CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.
- **4.5.2** *Primary Coverage.* For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.
- **4.5.3** *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

- **4.5.5** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- **4.5.6** Claims made policies. If any of the required policies provide claims-made coverage:
- **4.5.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- **4.5.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4.6 Certificate of Insurance and Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 4.7 <u>Subcontractors.</u> Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.
- 4.8 <u>Higher Limits.</u> If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9 <u>Special Risks or Circumstances.</u> City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- **4.10** Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
 - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.
- 5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.
- **5.3** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- **5.4** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONSULTANT.

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

any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

SECTION 7. LEGAL REQUIREMENTS.

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

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

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from

any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Consultant shall be entitled to compensation for services performed 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 <u>Extension.</u> 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** <u>Survival.</u> 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 <u>Exhibit A</u> not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in <u>Exhibit A</u> that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 <u>Confidentiality.</u> All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the

prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

- 9.3 <u>Consultant's Books and Records.</u> Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 <u>Intellectual Property.</u> The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

- 10.1 <u>Venue.</u> In the event either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- **10.2** Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 <u>No Implied Waiver of Breach.</u> 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** <u>Successors and Assigns.</u> 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 <u>Use of Recycled Products.</u> 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 <u>Conflict of Interest.</u> 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 seg.*

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

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

- 10.7 <u>Inconsistent Terms.</u> 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 <u>Solicitation.</u> 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 <u>Contract Administration.</u> This Agreement shall be administered by <u>Scott Buenting</u> ("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:

Bruce Playle, AIA Jon Hammond, AIA Indigo Hammond + Playle Architects, LLP 909 Fifth Street Davis, CA 95616 Any written notice to City shall be sent to:

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

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

10.11 <u>Integration.</u> This Agreement, including the scope of work attached hereto and incorporated herein as <u>Exhibit A</u>, 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:	CONSULTANT:
CITY OF ANTIOCH	INDIGO HAMMOND + PLAYLE ARCHITECTS, LLI
Prince Bruk	By: Buc Playle
Rowland E. Bernal Jr.	. //
City Manager	Name: Bruce Amie
$\sim 2^{1/2} \cdot 10^{-3} \cdot 10^{10} \cdot 10$	Title: PANTNER
Attest:	
Christine Cana	By:
Elizabeth Householder, City Clerk	
1, 2, 2, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	Name:
7. Carlotte (1975)	Title:
Approved as to Form:	
Thomas 2 Justo	
Thomas Lloyd Smith	
City Attorney	

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

EXHIBIT "A"

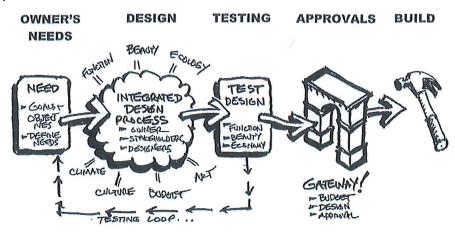
SECTION 5 WORK PLAN & AVAILABILITY

WORK PLAN

The selected Consultant(s) shall work closely with the City Engineer, the City's project manager and the project development team to advance your projects through planning design, and construction. We will provide professional and technical services to achieve the City's goals. All work and related reports shall be prepared under the responsible charge of appropriately licensed professionals recognized and licensed to handle such work.

WORKFLOW

Our workflow is streamlined and efficient. With a staff of ten, we know that every project benefits from the experience of our principals as well as the enthusiasm and new ideas of our team. As LEED-accredited and Zero-Net Energy (ZNE) architects, we stay true to three decades of ecological commitment, showing that green architecture can be implemented in a practical and cost-effective manner. This commitment informs our work culture, which is service-oriented and conscientious. The simple diagram below of the Integrated Design Process captures the essence of almost any project, whether it be horizontal or vertical construction. As always, functionality, and adherence to budget and schedule are key.



We carry a legacy of environmental responsibility and a passion for bioregional, place-based design solutions that are ever more efficient. Our designs integrate art, architecture, and ecology to address the needs of today while preserving the world for future generations. We are fully capable and experienced in achieving ZNE and LEED certification for your projects, where indicated or requested by you.

APPROACH TO QUALITY CONTROL

In order to translate the City of Antioch's requirements into complete and accurate Design documents. We will rely on our proven design methodology. We will work closely with the City to understand your needs, budget and schedule. We use a highly refined quality assurance protocol. Quality control begins at the goal-setting and early design phase. Indigo will work closely with City representatives to properly understand your goals and objectives and then will fine tune a specific work plan to deliver the desired results. Indigo's projects completed in the last 5 years have a change order rate that averages below 5%. In addition, during our 17 year history as a firm there has never been a claim made against us. Our iterative checklist-based Quality Assurance Process results in standardized high quality on all our work. We track all comments, issues and concerns of owner, architect and consultants through each phase of the design and working drawing production process to make sure that all are resolved. In addition, we have a stringent checklist based procedure to guide our plan checking and coordination at each project milestone. Written responses to plan review comments are always provided In d 10 0 43

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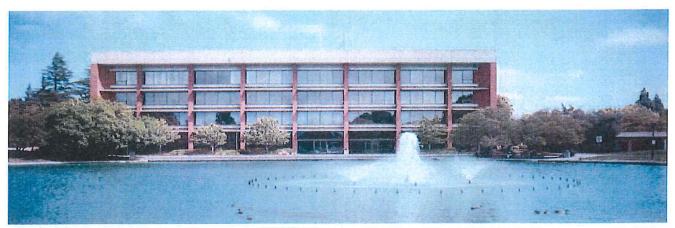
AVOIDING DELAYS AND COST OVERRUNS.

We pride ourselves on our ability to produce practical, cost-effective results, on-time and on budget. We initiate each project with a realistic budget estimate and schedule, including contingency percentages appropriate to the level of uncertainty involved. As the work progresses, we update both cost and schedule at each milestone to keep the client appraised of the economic impacts of changes to the project. Budget discipline is essential for both architect and client to keep costs in check. This approach provides a clear, concise project delivery process by continuously matching scope to budget. The principles outlined above are firmly embedded in our management and control strategy. It is not easy to deliver projects that can be bid and built on-time and on-budget, yet more than 90% of our completed civic projects have come in at or under budget, especially remodel construction. We achieve this by establishing realistic budget and scope at the outset, then creating well-coordinated plans and specifications. Finally, we work hard to get the most qualified contractors during the bidding phase.

We have an excellent record of tracking and controlling costs throughout the project and we are proud of our ability to provide owners with timely and realistic estimates of total project cost at each phase of the design process. As architects with extensive construction experience, we understand the importance of communication between owners, designers, and contractors. Indigo provides complete architectural services for design, bidding, construction administration, move-in, and commissioning of site and building facilities.

AVAILABILITY

Indigo and its talented staff and engineering consultants are available to proceed immediately with just about any projects at any phase you wish to commission with us. We offer complete architectural and engineering services for planning, preliminary design and budgeting, final design, bidding, construction administration, move-in, and commissioning of site and building facilities. Upon request, we will confirm a scope of work and related fees to any task order you provide. Please inquire for details about specific projects.



FAIRFIELD CIVIC CENTER COMPLEX, INDIGO ON-CALL SERVICES

EXHIBIT "B"

SECTION 6

FEE SCHEDULE & CITY'S CONSULTANT CONTRACT

FEE SCHEDULE

Principal Architect	\$255
Architect	\$208
Senior Designer	\$187
Designer/ Drafter- Level 2	\$155
Designer/ Drafter- Level 1	\$135
Clerical	\$110

Overtime rate 1.5 times hourly rates above.

Consultants and reimbursable expenses will be billed at cost plus 15%. See following fee sheets for our Consultants. Mileage at \$0.58 per mile.

Rates shown are 2021 rates. Hourly costs are subject to change from time-to-time, subject to advance approval by City which will not be unreasonably withheld

CITY'S CONSULTANT CONTRACT

Indigo does not have any exceptions to provisions of the Design Consulting Services Agreement, attached as part of the RFQ.

INDIGO'S CONFLICT OF INTEREST STATEMENT

Indigo does not have any direct or indirect financial interest in any firms that may subsequently submit proposals to the City for work related to the work stated in the RFQ.

A direct or indirect financial interest includes but is not limited to any ownership interest, management interest or any receipt or anticipation of receipt of enumeration of any type from any firm who responds or any of their suppliers, manufacturers or other entities related thereto.



INDIGO'S USGBC AWARD-WINNING ZERO NET ENERGY OFFICES.



BSK Associates - Prevailing Wage Schedule of Fees

PROFESSIONAL STAFF	F-1001-5	PERSON	TECHNICAL STAFF (PREVAILING WAGE)	-	
Principal	\$	248.00	Field Supervisor	\$	171.00
Senior Professional	\$		Group 1 - Special Inspector	\$	149.00
Project Professional II	\$	204.00	Group 2 - Special Inspector	\$	142.00
Project Professional I	\$		Group 3 - Engineering Technician	\$	129.00
Staff Professional II	\$	154.00	Group 4 - Technician	\$	112.00
Staff Professional I	\$	138.00	Ground Penetrating Radar Scanning Technician	\$	289.00
Seismic GIS	\$	193.00	Core Drilling Technician	\$	210.0
GIS Specialist	\$	138.00	Floor Flatness Testing Technician	\$	189.0
Information Specialist II	\$	154.00	Sample Pickup / Transportation / Delivery	\$	108.00
Information Specialist I	\$	138.00	Laboratory Technician	\$	108.00
CAD	\$	100.00	Administrative Assistant / Clerical	\$	86.00
Project Administrator	\$	95.00	Litigation support	1.5x stan	idard rate
EQUIPMENT			BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES		
Nuclear Gauge (Day)	\$	61.00	Field Work from 0 to 4 hours	Bi	II 4 hour
Ultrasonic Weld Equipment (Day)	\$	61.00	Field Work from 4 to 8 hours	Bi	II 8 hour
Torque Wrench (Day)	\$	61.00	Field Work over 8 hours / Saturdays	Bill time	and a hal
Proof Load Equipment (Day)	\$	61.00	Sundays, holidays and over 12 hours	Bill do	uble time
Rebar Locator / Pachometer	\$	110.00	Swing shift (4:00pm to Midnight)	Add \$20.00	per hou
Hand Auger (Day)	\$	221.00	Graveyard Shift	00.0E\$ bbA	per hou
Water Meter (Day)	\$	56.00	Show-up time (no work performed)	Bil	II 2 hour.
Drilling Kit - Paint, stakes and lath - (Project)	\$	29.00	Sampling or cylinder pickup, minimum charge	Bil	II 2 hour
Drilling Supplies - Reuse of tubes/caps (Project)	\$	276.00			
Manometer (Day)	\$	221.00	DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)		
Double Ring Infiltrometer (Day)	\$	551.00	Certified Payroll / DIR Upload	\$	300.00
Commence and the party of the commence and the commence of the			Non-Performance Certified Payroll / DIR Upload	\$	100.00
ANALYSIS SOFTWARE USAGE FEES			Subcontractor Management / Compliance Forms	\$	100.00
gINT (Project)	\$	56.00	Additional LCP Tracker or Other Compliance Software	\$	200.00
LPile (Project)	\$	56.00	Additional Special Forms, as required	\$	150.00
APile (Project)	\$	56.00			
SHAFT (Project)	\$	56.00	REIMBURSABLES		
GROUP (Project)	\$	110.00	Mileage (Portal to Portal)	\$	0.88
Cliq (Project)	\$	56.00	Per Diem (as required)	\$	150.00
LiquefyPro (Project)	\$	56.00	BridgeToll	Cos	st + 15%
LiqIT (Project)	\$	56.00	Parking Fees	Cos	st + 15%
NovoLIQ (Project)	\$	56.00	Subconsultant/Subcontractor Services, Vendors, and Expenses	Cos	st + 15%
Slide (Project)	\$	110.00	Project Administration Fees	7% o	finvoice
Settle3D (Project)	\$	110.00	DIR Administration Fees	3% o	fInvoice
ArcGIS (Project)	\$	56.00	Project Setup (Project)		\$500.00
EZ-FRISK (Per Project Site / Site Class)	\$	525.00			
	M	IATERIALS LAE	BORATORY TESTS		
SOILS					
Moisture Density Curves			California Bearing Ratio (CBR)		
Standard Proctor, 4" (ASTM/AASHTO)	\$	256.00	CBR at 100% (ASTM D1883 or AASHTO T-180)		557.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$	256.00	CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 1	,079.00
Modified Proctor, 6" mold (ASTM D1557)	\$	272.00			
Caltrans Maximum Wet Density (CT 216)	\$	233.00	Permeability Tests		
Check Point		148.00	Rigid Wall Permeability (ASTM D2434)		
	\$	140.00		\$	307.00
	\$	140.00	Flexible Wall Permeability (ASTM DS084)	\$	478.00
Particle Size Analysis	\$				
Sieve Analysis w/ Wash (ASTM D422)	\$	185.00	Flexible Wall Permeability (ASTM D5084) Remolded Flexwall Perm (ASTM D5084)	\$	478.00
Sieve Analysis w/ Wash (ASTM D422) Minus #200 Wash, Soil (ASTM D1140)	\$ \$ \$	185.00 90.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests	\$	478.00 608.00
Sieve Analysis w/ Wash (ASTM D422)		185.00 90.00 244.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soil Corrosivity Tests Minimum Resistivity of Soils (CT 643)	\$	478.00 608.00 153.00
Sieve Analysis w/ Wash (ASTM D422) Minus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422)	\$	185.00 90.00 244.00 340.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH	\$	478.00 608.00 153.00 71.00
Sieve Analysis w/ Wash (ASTM D422) Minus #200 Wash, Soil (ASTM D1140)	\$	185.00 90.00 244.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide	\$	478.00 608.00 153.00 71.00 142.00
Sieve Analysis w/ Wash (ASTM D422) Vilnus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221)	\$ \$	185.00 90.00 244.00 340.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH	\$	478.00 608.00 153.00
Sieve Analysis w/ Wash (ASTM D422) Vinus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854)	\$ \$ \$	185.00 90.00 244.00 340.00 174.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide	\$	478.00 608.00 153.00 71.00 142.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Visual Classification (ASTM D2488)	\$ \$ \$	185.00 90.00 244.00 340.00 174.00 47.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide	\$ \$ \$ \$ \$	478.00 608.00 153.00 71.00 142.00
Sieve Analysis w/ Wash (ASTM D422) Winus W200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D848) Jand Equivalent (ASTM D2419)	\$ \$ \$ \$ \$	185.00 90.00 244.00 340.00 174.00 47.00 137.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soil Corrosivity Tests Minimum Resistivity of Soils (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soil	\$	478.00 608.00 153.00 71.00 142.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D422) Double Hydrometer (ASTM D4221) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Visual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) & Organics in Soil (ASTM D2974)	\$ \$ \$ \$ \$	185.00 90.00 244.00 340.00 174.00 47.00 137.00	Flexible Wall Permeability (ASTM DS084) Remoided Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests	\$ \$ \$ \$ \$	478.00 608.00 153.00 71.00 142.00 61.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) & Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests	\$ \$ \$ \$ \$	185.00 90.00 244.00 340.00 174.00 47.00 137.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freete Thaw Abrasion (ASTM DS60)	** ***	478.00 608.00 153.00 71.00 142.00 61.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D422) Double Hydrometer (ASTM D4221) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Visual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) & Organics in Soil (ASTM D2974)	\$ \$ \$ \$ \$ \$ \$ \$	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soil Corrosivity Tests Minimum Resistivity of Soils (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soil Soil Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59)	** **** ***	478.00 608.00 153.00 71.00 142.00 61.00
Sileve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) % Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Plasticity Index (ASTM D4318)	\$ \$ \$ \$ \$ \$ \$ \$ \$	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests	** **** ****	478.00 608.00 153.00 71.00 142.00 61.00 681.00 647.00 818.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) & Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Plasticity Index (ASTM D4318) Shrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (ASTM D427)	******	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solis (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests Soll Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084)	** **** ****	478.00 608.00 153.00 71.00 142.00 61.00 681.00 647.00 818.00 261.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D8421) Specific Gravity of Soil (ASTM D848) Issual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) % Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Plasticity Index (ASTM D4318) Shrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (UBC No. 29) Molsture Density Test	*****	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Orying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Orying Tests Soll Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other	** **** ****	478.00 608.00 153.00 71.00 142.00 61.00 681.00 647.00 818.00 261.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D248) Wisual Classification (ASTM D248) Wisual Classification (ASTM D248) Wisual Classification (ASTM D248) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D4318) Wisual Classification (ASTM D4318) Wisual Classification (ASTM D427) W	********	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation	** **** ***** *	478.00 608.00 153.00 71.00 142.00 61.00 681.00 261.00 71.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D8421) Specific Gravity of Soil (ASTM D848) Issual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) % Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Plasticity Index (ASTM D4318) Shrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (UBC No. 29) Molsture Density Test	*****	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solis (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation Crumb Test Disperstion (ASTM D6572)	** **** ***** **	478.00 608.00 153.00 71.00 142.00 61.00 681.00 261.00 261.00 71.00 85.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) % Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Plasticity Index (ASTM D4318) Shrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (UBC No. 29) Molsture Density Test Wolsture Content of Soils (ASTM D2216)	********	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM D560) Wetting-Drying Abrasion (ASTM D559) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Content Soil Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion (ASTM D6572) Pinhole Dispersion Test (ASTM)	** **** ***** ***	478.00 608.00 153.00 71.00 142.00 61.00 681.00 261.00 261.00 71.00 85.00 272.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Visual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) 66 Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Vlasticity Index (ASTM D4318) Shrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (UBC No. 29) Molsture Density Test Tube Density Molsture Content of Soils (ASTM D2216) 18" Value Determination	********	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solis (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation Crumb Test Disperstion (ASTM D6572)	** **** ***** ***	478.00 608.00 153.00 71.00 142.00 61.00 681.00 261.00 261.00 71.00 85.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Wisual Classification (ASTM D2488) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D29744) Wisual Clas	********	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Soils (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soil Soll Cement Tests Freeze Thaw Abrasion (ASTM D560) Wetting-Drying Abrasion (ASTM D559) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Contents Soil Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion Test (ASTM) Sand Density Calibration (ASTM D1566)	** **** ***** ***	478.00 608.00 153.00 71.00 142.00 61.00 681.00 261.00 261.00 71.00 85.00 272.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Wisual Classification (ASTM D2488) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D29744) Wisual Clas	********	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion (ASTM D6572) Pinhole Dispersion Test (ASTM) Sand Density Calibration (ASTM D1566) Unconfined Compression	** **** ****	478.00 608.00 153.00 71.00 142.00 61.00 647.00 818.00 261.00 71.00 85.00 272.00 102.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D4221) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Visual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) % Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Vasticity Index (ASTM D4274) Schrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (ASTM D427) Expansion Index of Soils (ASTM D427) Wolsture Density Test Tube Density Wolsture Content of Soils (ASTM D2216) IR" Value Determination E-Value of Treated Materials (CT 301))	********	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Soils (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soil Soll Cement Tests Freeze Thaw Abrasion (ASTM D560) Wetting-Drying Abrasion (ASTM D559) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Contents Soil Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion Test (ASTM) Sand Density Calibration (ASTM D1566)	** **** ****	478.00 608.00 153.00 71.00 142.00 61.00 681.00 647.00 818.00 261.00 71.00 85.00 272.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Visual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) 66 Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Vlasticity Index (ASTM D4318) Shrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (UBC No. 29) Molsture Density Test Tube Density Molsture Content of Soils (ASTM D2216) 18" Value Determination	********	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Drying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion (ASTM D6572) Pinhole Dispersion Test (ASTM) Sand Density Calibration (ASTM D1566) Unconfined Compression Unconfined Compression (ASTM D2166) Shear Tests	** **** ***** ****	478.00 608.00 71.00 71.00 61.00 681.00 647.00 818.00 261.00 71.00 85.00 272.00 102.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Wand Equivalent (ASTM D2419) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D4318) Wisual Classification (ASTM D2435)	******** *** **	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00 54.00 47.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Orying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Orying Tests Soll Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion (ASTM D6572) Pinhole Dispersion Test (ASTM) Sand Density Calibration (ASTM D1566) Unconfined Compression Unconfined Compression Unconfined Compression (ASTM D2166) Shear Tests Direct Shear, Undisturbed (ASTM D3080)	** **** ***** **** * *	478.00 608.00 153.00 142.00 61.00 681.00 647.00 261.00 71.00 272.00 102.00 137.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D4140) Hydrometer Analysis (ASTM D422) Double Hydrometer (ASTM D4221) Epecific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Wisual Classification (ASTM D2489) Wisual Classification (ASTM D2489) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2419) Wisual Classification (ASTM D2974) Wisual Classification (ASTM D2477) Wisual Classification (ASTM D2477) Wisual Classification (ASTM D2216) Wisual Classification	******** *** **	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00 54.00 47.00 478.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Orying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Drying Tests Soil Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion Test (ASTM D6572) Pinhole Dispersion Test (ASTM) Sand Density Calibration (ASTM D1566) Unconfined Compression Unconfined Compression (ASTM D2166) Shear Tests Direct Shear, Undisturbed (ASTM D3080) Direct Shear, Remolded (ASTM D3080)	** **** ***** **** * *	478.00 608.00 153.00 142.00 61.00 647.00 261.00 261.00 272.00 137.00
Sieve Analysis w/ Wash (ASTM D422) Winus #200 Wash, Soil (ASTM D1140) Hydrometer Analysis (ASTM D4221) Double Hydrometer (ASTM D4221) Specific Gravity of Soil (ASTM D854) Wisual Classification (ASTM D2488) Sand Equivalent (ASTM D2419) % Organics in Soil (ASTM D2974) Atterberg Limits / Swell Tests Plasticity Index (ASTM D4318) Shrinkage Limits of Soils (ASTM D427) Expansion Index of Soils (ASTM D427) Expansion Index of Soils (MBC No. 29) Molsture Density Test Tube Density Molsture Content of Soils (ASTM D2216) **R" Value Determination R-Value of Soils (CT 301) R-Value of Treated Materials (CT 301)) Consolidation Tests Consolidation (ASTM D2435) Consolidation (ASTM D2435) Consolidation , Extra Points (ASTM D2435)	******** *** ** **	185.00 90.00 244.00 340.00 174.00 47.00 137.00 149.00 238.00 222.00 256.00 54.00 47.00 432.00 478.00	Flexible Wall Permeability (ASTM DS084) Remolded Flexwall Perm (ASTM DS084) Soll Corrosivity Tests Minimum Resistivity of Solls (CT 643) pH Soluble Sulfate, Chloride and Sulfide Oxidation Reduction of Soll Soll Cement Tests Freeze Thaw Abrasion (ASTM DS60) Wetting-Orying Abrasion (ASTM DS59) Preparation of Freeze-Thaw or Wetting-Orying Tests Soll Cement Compression (ASTM D1633) Cement Content Soll Cement (ASTM C1084) Other Sample Preparation Crumb Test Dispersion (ASTM D6572) Pinhole Dispersion Test (ASTM) Sand Density Calibration (ASTM D1566) Unconfined Compression Unconfined Compression Unconfined Compression (ASTM D2166) Shear Tests Direct Shear, Undisturbed (ASTM D3080)	** **** ***** **** * *	478.00 608.00 153.00 171.00 142.00 61.00 681.00 647.00 261.00 71.00 272.00 102.00 137.00





BSK Associates - Prevailing Wage Schedule of Fees

	MATERIALSLAI	BORATORY TESTS		
AGGREGATES		CONCRETE		410.00
Sieve Analysis Coarse or Fine (ASTM C136)	\$ 90.00	Cement Content Concrete (ASTM C1084)	\$	
Sieve Analysis w/ Fineness Modulus	\$ 97.00	Chemical Test (ASTM C150)		QUOTE
Minus 200 Wash, Aggregates (ASTM C117)	\$ 90.00	Set Times Cement-Vicat Needle (ASTM C191)	\$	340.00
Specific Gravity/Absorption (ASTM C127)	\$ 174.00	Specific Gravity of Hydraulic Cement (ASTM C191)	\$	164.00
Specific Gravity/Absorption (ASTM C128)	\$ 174.00	Lineal Shrinkage Set of 3 (ASTM C157)	\$	432.00
Organic Impurities (ASTM C40)	\$ 90.00	Compression Test of Concrete - 1 (ASTM C39)	\$	37.00
% Lumps/Friable Particles (ASTM C142)	\$ 88.00	Compression Test of Concrete - 4 (ASTM C39)	\$	148.00
% Flat and Elongated (ASTM D4791)	\$ 137.00	Compression Test of Core (ASTM C42)	\$	66.00
Fine Aggregate Angularity (AASHTO 304)	\$ 88.00	Preparation of Specimens, Sawing	\$	74.00
Moisture Content (ASTM D2216)	\$ 47.00	Compressive Strength of Shotcrete Panel	\$	347.00
Aggregate Wt., pcf Compacted (ASTM C29)	\$ 85.00	Proportion of Cement in Concrete (ASTM C85)	\$	380.00
Aggregate Wt., pcf Loose (ASTM C29)	\$ 71.00	Flexural Test Per Beam (ASTM C78)	\$	97.00
Abrasion by LA Rattler, Small Size (ASTM C131)	\$ 256.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$	97.00
Abrasion by LA Rattler, Large Size (ASTM C131)	\$ 312.00	Unit Weight Lt Wt Concrete (ASTM C567)	\$	61.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	\$ 119.00	"AZ" Test-Reinforced Concrete Pipe "Life Factor"	\$	85.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	\$ 380.00	9 Pt Core Measurements, Each (ASTM C174)	\$	37.00
Relative Mortar Strength of Sand (ASTM C87)	\$ 465.00	Compressive Strength of Gunite	\$	66.00
Sand Equivalent (ASTM D2419 OR CT 217-1)	\$ 137.00	Concrete Trial Batches		QUOTE
Durability Index (CT 229)	\$ 272.00	Unit Weight & Abs Concrete (ASTM D642)	\$	137.00
Potential Reactivity of Aggregates	QUOTE	Accelerated Curing of Concrete (ASTM C684)	\$	272.00
Cleanness Value of Aggregate (CT 227)	\$ 196.00	Cylinder Molds (each)	\$	7.00
Hydrometer (ASTM D422 OR CT 205-E)	\$ 244.00	Storage of Concrete Cylinders for more than 45 Days	\$	63.00
% Crushed particles (CT 205)	\$ 180.00	RH Probe	\$	63.00
Lightweight Pieces (ASTM 123)	\$ 238.00	Calcium Chloride Kit	\$	42.00
		Mixing Water (pH, elec. conductance, chloride, sulfate)	\$	108.00
HOTMIXASPHALT		Contact Soil (pH, elec. conductance, chloride, sulfate)	\$	130.00
Mix Design, HVEEM	\$ 3,373.00			
Mix Design, Marshall	\$ 3,997.00	MASONRY		
JMF Mix Design, Superpave / Caltrans	\$ 9,739.00	Concrete Masonry Units Testing (ASTM C90)		
JMF Verification - HMA - Superpave / Caltrans	\$ 5,644.00	Compression Test Pavers, Single	\$	84.00
JMF Production Startup - Superpave / Caltrans	\$ 5,250.00	Compression Test Composit CMU Prism	\$	180.00
RAP Material Testing - Additional Fee	\$ 683,00	Specific Gravity and Unit Weight	\$	125.00
Rubberized RHMA Material - Additional Fee	\$ 1,575.00	Moisture Content	\$	58.00
Hamburg Wheel Track (AASHTO T324)	\$ 2,862.00	Compression Test, Masonry Units (ASTM C140)	\$	113.00
Gyratory Compaction (AASHTO T312)	\$ 364.00	Absorption / Moisture Content (ASTM C140)	\$	113.00
AC Content by Centrifuge (ASTM D2172)	\$ 312.00	Linear Shrinkage (ASTM C426)	\$	438.00
AC / Ash Correction (ASTM D2172 / CT382)	\$ 312.00	Masonry Core Shear Test (Title 24)	\$	119.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 244.00	Masonry Core Compression/Shear Test (Title 24)	\$	204.00
Superpave Ignition Oven Correction (AASHTO T308)	\$ 595.00	Compression Test Brick, Each (ASTM C67)	\$	85.00
Moisture Content of Asphalt (CT 370)	\$ 71.00	Absorption/Unit Wt. of Brick (ASTM C67)	\$	85.00
Gradation/Extraction Aggregate (ASTM D5444)	\$ 148.00	Compression Test Grout (Set of 3 or 4)	\$	130.00
Film Stripping	\$ 97.00	Compression Test Mortar (Set of 3 or 4)	\$	119.00
Compaction/Preparation of HMA Briquette (CT 304)	\$ 238.00			
Stabilometer Value (CT 366 / AASHTO T246)	\$ 191.00	WELDING AND STRUCTURAL STEEL		
AC Core Specific Gravity (ASTM D2726)	\$ 61.00	Welder Qualification Testing		
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	\$ 167.00	Welder / Procedure Welder Qualification Testing		QUOTE
AC Max Density Rice Method (ASTM D2041)	\$ 272.00	Face Bend of Steel	\$	66.00
Tensile Strength Ratio (AASHTO T283)	\$ 1,193.00	Root Bend of Weld Coupon	\$	66.00
Moisture Vapor Susceptibility (CT 307)	\$ 222.00	Side Bend of Weld Coupon	\$	66.00
AC Surface Abrasion (CT 360)	\$ 545.00	Tensile Test of Steel Coupon	\$	90.00
Index Retained Strength (ASTM D1074-D1075)	\$ 488.00	Bend Test of Steel Coupon	\$	78,00
AC Hyeem Maximum Density (CT 375)	\$ 488.00	Machining Charges (Per Coupon)		QUOTE
Marshall Stability and Flow (ASTM D6927)	\$ 272.00	Brinell Hardness of Steel (ASTM E10)	\$	108.00
	\$ 108.00	Rockwell Hardness of Steel (ASTM E18)	Š	108.00
Calculated AC Maximum Density (CT 367)	\$ 317.00	Bolt Ultimate Load	\$	153.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	\$ 37.00	Bolt Hardness (set of 3)	š	108.00
Examination of AC Cores		Nut Hardness (set of 3)	\$	108.00
Thickness Determination of AC Cores	\$ 24.00 \$ 705.00		š	108.00
AC Tensile-Strength Premixed ASTM D4867	A Company of the Comp	Washer Hardness (set of 3	š	153.00
AC Tensile-Strength Lab Mixed ASTM D4867	\$ 830.00	Proof Loading, bolt or nut	4	133.00
REINFORCING STEEL				
Tensile & Bend of Rebar, #3 - #8	\$ 161.00	FIREPROOFING		
	\$ 161.00	Cohesion/Adhesion Fireproofing Materials	\$	137.00
Tensile & Bend of Rebar, #9 - #11		Dry Density Fireproofing (ASTM E605)		103.00
Bend Test of Rebar	\$ 66.00	OLA Deligità Litebioolius (Walin 5002)	ş	103.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 233.00			
Tension Test of Welded Wire Fabric	QUOTE			
Bend Test of Welded Wire Fabric	QUOTE			
Weld Shear Test, Welded Wire Fabric	QUOTE			
PT Cable Tensile and Elongation (ASTM A416 or A421)	\$ 295.00			
PT Cable Preparation	QUOTE			

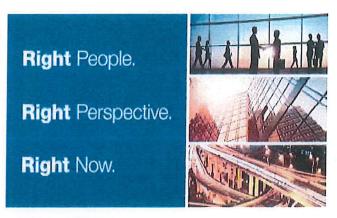
Escalation: The billing rates presented herein will be increased by 3% annually on January 1st of each year following the initiation of a services agreement.





LABOR RATES

DESIGNATION	HOURLY RATE
Senior CIH	\$290
CIH/Principal Scientist	\$270
Professional Geologist	\$270
Senior Project Manager	\$165
Project Manager	\$150
Project Specialist	\$120
Senior Technician	\$110
Technician	\$100
Project Coordinator	\$95
Administrative Support	\$75



LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS	TURNAROUND TIME*								
ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days			
PCM (air)	\$27	\$24	\$22	\$20	\$18	\$16			
PLM (bulk - standard)	\$40	\$35	\$31	\$28	\$25	\$23			
PLM (bulk - complex)	\$65	\$50	\$45	\$40	\$36	\$34			
TEM (air)	\$280	\$200	\$175	\$150	\$125	\$100			
Point Count - 400	\$125	\$100	\$90	\$80	\$75	\$70			
Point Count - 1000/Gravimetry	\$250	\$200	\$180	\$160	\$150	\$140			

OTHER	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead - Atomic Absorption	\$65	\$55	\$45	\$35	\$30	\$25
Silica	\$258	\$241	\$211	\$182	\$153	\$135

MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	>7 Days
Non-Viable Air	\$180	\$145	\$130	\$80		
Non-Viable Bulk	\$130	\$120	\$80	\$60		
Total Coliform & E. Coli (MUG)		\$165	\$130	\$95		
Legionella Viable Culture						\$185

^{*}Turnaround time = total business days to receive laboratory results after sample submission

MISCELLANEOUS

Mileage: Cost plus 15%

Deposition/Testimony: Labor Rate x 1.5

Reimbursables: Cost plus 15%

Emergency Response: Labor Rate x 2

Equipment and Consumables: Cost plus 15%

Overtime: Labor Rate x 1.5

Off-Hours Lab Opening Fee: \$400

2021 Central Valley Fee Schedule Please contact us for a complete list of services.

Right People. Right Perspective. Right Now.





Guidepost Solutions LLC Hourly Rates for 2021*

DESIGN SERVICES

Principal\$250	I/hr
Subject Matter Expert\$230	/hr
Senior Project Manager\$200	/hr
Project Manager\$185,	/hr
Senior Designer\$185,	/hr
Professional Engineer\$185	/hr
Technology Designer\$175/	/hr
Associate Project Manager\$160/	/hr
Design/Drafting\$125/	/hr
Technical Support\$115/	/hr

^{*} These rates are evaluated annually. Any changes in project completion may result in an increase in rates and total compensation.



1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 Phone: 925.941.0017

Fax: 925.941.0017

BILLING RATE SCHEDULE

Hourly Rate of FY 2021 (01/01/2021 - 12/31/2021)

TITLE	MINIMUM	MAXIMUM
Principal Professional	\$260.00	\$310.00
Supervising Professional II	\$220.00	\$260.00
Supervising Professional I	\$180.00	\$220.00
Senior Professional III	\$170.00	\$210.00
Senior Professional II	\$145.00	\$170.00
Senior Professional I	\$120.00	\$145.00
Associate Professional II	\$110.00	\$130.00
Associate Professional I	\$90.00	\$110.00
Staff Professional II	\$85.00	\$105.00
Staff Professional I	\$65.00	\$85.00
Senior Technician II	\$105.00	\$130.00
Senior Technician I	\$80.00	\$105.00
Technician II	\$65.00	\$80.00
Technician I	\$50.00	\$65.00
Project Coordinator / Tech Editor II	\$85.00	\$130.00
Project Coordinator / Tech Editor I	\$55.00	\$85.00

- Professional staff includes Civil Engineers, Hydraulic Engineers, Geotechnical Engineers, Geologists, Biologists, and Environmental Scientists.
- Expenses are invoiced at 110% of cost.
- Unless expressed within the contract agreement, rates on all contracts are subject to an annual adjustment of a 3.5% escalation rate on January 1 of each calendar year.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate or as otherwise specified in contract.





2021 BILLING RATES

Our current standard hourly rate schedule is:

Principal Structural Engineer	\$200
Structural Engineer	\$165
Civil Engineer	\$135
Staff Engineer	\$115
Draftsperson	\$100
Clerical	\$80

Reimbursable expenses will be charged at 110% of invoice.



FOR ENGINEERING SERVICES

Effective January 1, 2021

Labor Rates

The following are ranges of hourly labor billing rates:

Principal Engineer	\$235
Senior Project Manager	\$205
Project Manager	\$190
Senior Engineer	\$190
Engineer	\$175
Senior Designer	\$175
Designer	\$150
Assistant Engineer	\$140
Engineering Technician	\$130
Senior Drafter	\$130
Drafter	\$115
Assistant Drafter	\$105
Clerical	\$105

Reimbursable expenses include: postage other than for general correspondence; plan check, permit, and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to the project, including reproduction of bidding documents, except for incidental printing of check sets for client review; and any other cost associated with a project which is authorized by the client.

Reimbursable expenses will be billed at actual cost plus a service charge of 15%.

This schedule will be in effect through December 31, 2021, at which time it will be subject to change.

C24



2411 Alhambra Blvd, Ste. 100 Sacramento , CA 95817

> Tel (916) 447-2841 Fax (916) 447-4106

www.peterseng.com

2021 HOURLY RATES

Principal \$185.00 per hour

Senior Engineer \$160.00 per hour

Project Manager/Engineer \$135.00 per hour.

Senior Designer \$105.00 per hour

Designer \$95.00 per hour

CADD \$85.00 per hour

Clerical \$70.00 per hour

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	\$190.00 - \$225.00
Principal	\$160.00 - \$195.00
Associate Principal	\$140.00 - \$165.00
Senior Associate	\$130.00 - \$145.00
Job Captain	\$120.00 - \$135.00
Sr. Irrigation Designer	\$145.00 - \$170.00
Irrigation Design Technician	\$95.00 - \$115.00
Sr. Visual Communications Designer	\$130.00 - \$155.00
Community Outreach Facilitator	\$145.00 - \$175.00
Marketing Coordinator	\$95.00 - \$145.00
Administrative/Drafter	\$90.00 - \$125.00

II. EXPENSES (REIMBURSABLES)

- A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
- B. Other direct expenses at cost which may include:
 - 1. Printing and reproduction costs.
 - 2. Mileage and travel costs.
 - 3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of January 11th, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Carlos Zepeda, Deputy Public Works Director

APPROVED BY:

John Samuelson, Public Works Director 25

SUBJECT:

Consideration of Bids for the Antioch Marina Launch Ramp Dock

Repair, Bid No. 959-1201-21A

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- Approving an amendment to the fiscal year 2021-2022 General Fund and Marina Enterprise Fund Operating Budgets to make the repairs to the Marina Boat Launch Dock;
- 2. Awarding the construction agreement for the Antioch Marina Boat Launch Ramp Dock Repair to the lowest, responsive, and responsible bidder, Vortex Marine Construction Inc;
- Approving an Agreement with Vortex Marine Construction Inc. in the amount of \$152,000 in substantially the form included in Exhibit A to the Resolution (Attachment A); and
- 4. Authorizing the City Manager to execute the Agreement with Vortex Marine Construction Inc. in a form approved by the City Attorney.

FISCAL IMPACT

Adoption of this resolution will amend the fiscal year 2021/22 General Fund Operating budget by \$100,000 to transfer funds for this project to the Marina Enterprise Fund as there are not sufficient resources within the Marina Enterprise Budget to pay for the entire cost of the project.

Public Works had budgeted \$100,000 for this repair as part of the fiscal year 2021/22 Marina Enterprise Fund budget based on preliminary estimates. The bids for this repair came in higher than expected due to the complexity of performing the repairs. Additional unforeseen repairs at the Marina have also caused some of the budgeted funds to be used for other necessary repairs.

DISCUSSION

The Public Works Department published the Antioch Marina Boat Launch Ramp Dock Repair, Request for Bid, Bid No. 959-1201-21A, on November 10, 2021. On December 3, 2021, two (2) complete and qualified bids were received. Vortex Marine Construction Inc. was found to be the lowest responsive and responsible bid.

This project will consist of repairs to the City of Antioch's Marina Boat Launch Docks. These repairs will preserve the existing infrastructure and maintain the safety and functionality of the public boat launch for the residents of Antioch and surrounding communities.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation
- C. MSA

ATTACHMENT "A"

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE FISCAL YEAR 2021/22 GENERAL FUND AND MARINA
ENTERPRISE FUND OPERATING BUDGETS, AWARDING THE ANTIOCH MARINA
BOAT LAUNCH RAMP DOCK REPAIR, APPROVING AN AGREEMENT WITH
VORTEX MARINE CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AGREEMENT

WHEREAS, the City of Antioch requested formal bid responses for Antioch Marina Launch Ramp Dock Repair;

WHEREAS, bids were solicited on November 10, 2021, the solicitation closed on December 3, 2021, and (2) two bids were received; and

WHEREAS, the City has considered approving amendments to the fiscal year 2021/22 General Fund Operating Budget and the Marina Enterprise Fund budget to transfer \$100,000 to the Marina Enterprise Fund and increase the Antioch Marina Boat Launch Ramp Dock Repair budget by \$100,000;

WHEREAS, The City Council has considered awarding the Project Construction Agreement ("Agreement") to the lowest, responsive, and responsible bidder, Vortex Marine Construction Inc., and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with Vortex Marine Construction Inc. for a total amount of \$152,000.

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

- 1. Authorizes the City Manager or designee to amend the fiscal year 2021/22 General Fund and Marina Enterprise Fund Operating Budgets as necessary to make the repairs to the Marina Boat Launch Dock;
- 2. Awards the Construction Agreement for the Antioch Marina Boat Launch Ramp Dock Repair to the lowest responsive, and responsible bidder, Vortex Marine Construction Inc.
- 3. Approves an Agreement with Vortex Marine Construction Inc. for a total amount of \$152,000 in substantially the form attached as "Exhibit A", and
- 4. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * * * * * * * *

RESOLUTION NO. 2021/** January 11, 2022 Page 2

	ELIZABETH HOUSEHOLDER
ABSENT:	
ABSTAIN:	8
ABSTAIN:	
NOES:	
AYES:	
January 2022, by the following vote:	

CITY CLERK OF THE CITY OF ANTIOCH

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

Bid Tabulation

Boat Launch Ramp Dock Repair Bid No. 959-1201-21A

Vortex Marine Construction Inc.

\$ 152,000.00

Price/Unit to Install

Valentine Corporation

\$ 184,369.00

Price/Unit to Install

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT MARINA BOAT LAUNCH RAMP DOCK REPAIR

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 Vortex Marine Construction Inc., a Corporation with its principal place of business at 1 Maritime Way, Antioch, CA 94509 ("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 **Antioch Marina Boat Launch Ramp Dock Repair services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Antioch Marina Boat Launch Ramp Dock Repair services RFB 959-1201-21A** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Time of Performance

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Contractor shall complete the services required hereunder within **Sixty** (60) Calendar Days.

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 <u>Schedule of Services</u>. 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 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 <u>City's Representative</u>. The City hereby designates **Carlos Zepeda, Deputy Public Works Director**, 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 <u>Contractor's Representative</u>. Contractor hereby designates Edwin Enriquez, 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 <u>Coordination of Services</u>. 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.

- Standard of Care; Performance of Employees. Contractor shall perform all Services 3.2.7 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 Five Hundred Dollars (\$500) 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 <u>Disputes</u>. 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<u>Labor Certification</u>. 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) <u>Management and Compliance</u>. 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) <u>Liability for Non-Compliance</u>. 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) <u>Training</u>. 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 <u>Insurance</u>. 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 <u>Safety</u>. 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 <u>Performance Bond</u>. 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 <u>Payment Bond</u>. 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 <u>Bond Provisions</u>. 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 <u>Surety Qualifications</u>. 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 <u>Compensation</u>. 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 one hundred and fifty two thousand dollars (\$152,000) without written approval of City's **Deputy Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 <u>Payment of Compensation</u>. 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 <u>Reimbursement for Expenses</u>. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- 3.3.4 <u>Extra Work</u>. 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 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 <u>Grounds for Termination.</u> 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 <u>Effect of Termination</u>. 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 <u>Additional Services</u>. 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 <u>Delivery of Notices</u>. 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:

Vortex Marine Construction, Inc. 1 Maritime Way Antioch, Ca 94509 Attn: Edwin Enriquez

City:

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 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.5 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project.
- 3.5.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.7 <u>Assignment or Transfer.</u> 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 <u>Construction; References; Captions.</u> 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 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 <u>Waiver</u>. 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 <u>No Third-Party Beneficiaries</u>. 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 <u>Invalidity: Severability</u>. 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 <u>Cooperation; Further Acts</u>. 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 <u>Attorneys' Fees and Costs</u>. 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 <u>Authority to Enter Agreement.</u> 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 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 <u>Entire Agreement</u>. 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.

3.5.19.2BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR. IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT. DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

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

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

3.5.19.5 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.

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND VORTEX MARINE 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:	VORTEX MARINE CONSTRUCTION, INC.
Rowland E. Bernal Jr. City Manager	Signature
	Name
ATTEST:	
	Title
Elizabeth Householder City Clerk	
Approved As To Form:	
Thomas Lloyd Smith City Attorney	

EXHIBIT "A"

SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Contractor selected to perform the work outlined in this RFB shall be guided by this RFB. Drawings are included as part of Attachment A. A map and photos are included as Attachment B.

2.2 DESCRIPTION OF WORK EXPECTATIONS

All Contractors accept and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of Marina Maintenance Repairs, as further designated in this RFB.

City's expectations from selected Contractor include, but are not limited to:

<u>Workmanship</u>: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by Marine industry contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. Repairs shall be made according to the design specified in the drawings attached in this RFP labeled Attachment A.

<u>Safety</u>: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations.

<u>Hazards and Vandalism</u>: Any hazards or acts of vandalism shall be reported immediately to the City's Contract Manager or designee and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the City's Contract Manager. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

2.3 SCOPE OF WORK

Drawings are attached as Attachment A. Photos are attached as Attachment B. The repairs shall be made to restore the boat launch docks to the original design specifications as described in the drawings labeled attachment A in this RFB.

Contractor shall submit a detailed description of proposed repair along with list of vendors used for any parts not fabricated by contractor in house. In addition, Contractor shall provide a drawing of the structural repairs to be performed by the Contractor. Any structural changes or modifications from the original design must be approved/ signed by a qualified engineer on the drawings submitted to the City. The City shall have the final say as to whether the prosed repair

is acceptable. Contractor shall not commence repair until the City approves the repair proposal/design.

Repair Nine (9) each Topper Aluminum Docks, to include:

- 1. Repair aluminum tubing on all three concrete pile openings of string #1 and on one (1) pile opening of string #2. Repairs should be scheduled/coordinated to allow boat launch to remain open.
- 2. Repair all missing or excessively worn UHMW Rub Blocks on all nine (9) concrete pile openings of the three dock strings.
- 3. Replace and/or restore all nine (9) pile cover plates at all pile openings as needed.
- 4. Replace steel hinges on three dock sections on string #1 with stainless steel hinges and one dock station on string #2. Total of (4) four stainless steel hinges.
- 5. Replace two (2) each missing grab rails on third string of docks.

Include all labor, materials, drafting and engineering costs, taxes, incidentals, and freight if needed to move docks to Contractor's facility for repair in bid grand total price.

2.4 COMMENCEMENT OF WORK

Contractors acknowledge that submittal of bids does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any contractor shall not constitute any authority to enter upon site for work and begin repair services. Work shall commence only upon formal execution of a contract between the City and Contractor, and a written notice to proceed from the City's Contract Manager to Contractor.

The City seeks to make selection of a Contractor and execute a contract for Launch Ramp Dock Repair Services by December 31, 2021. Contractors acknowledge that they are prepared to execute a contract and begin prosecuting work shortly after this time. Any proposer unable to meet this timeframe shall not be considered for award. Contractor shall have 60 days from the time a purchase order is issued and an order to commence work is given by the City of Antioch to complete the repair. Failure to complete the repair within the 60 days limit may lead to the enforcement of liquidated damages per this RFB.

2.5 TERM OF AGREEMENT

Any contractor chosen to enter into an agreement as a result from a submitted Bid, shall be required to complete all repair work no later than 60 Days after the purchase order has been approved.

Failure of the Contractor to diligently execute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate work force to execute the scope of the contract shall be considered as grounds for termination of the contract.

The contract may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

2.6 SUBCONTRACTORS

Contractors requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFB. Contractors further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Proposer submitting bids for work that includes the use of subcontractors shall additionally submit a filled-out **Section 4.3**, **Designation of Subcontractors**.

EXHIBIT "B"

PLEASE SEE EXHIBIT C

EXHIBIT "C"

COMPENSATION

2021 Launch Ramp Repair RFB Request for Bids Page 12 of 67 City of Antioch

SECTION 3 COST SCHEDULE

3.1 COST CERTIFICATION FORM (Required submittal form)

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted is for the Antioch Marina Boat Launch Ramp Dock Repair Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Bids.

The undersigned, as contractor, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the contractor has carefully examined the location of the work, the attached bidders form of contract, and documents herein referenced; and that the contractor agrees if this bid is accepted, that he/she will contract with the City of Antioch, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus, and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director or his designee as therein set forth, and that the contractor will take in full payment therefore the following amount to with:

BID GRAND TOTAL	.\$	
	ls, drafting and engineering costs, lity for repair in bid grand total pric	taxes, incidentals, and freight if needed to move. e.)
Written Bid Grand To	tal Amount: One Hundred	Fifty Two Thousand Dollars
Company Name:	Vortex Marine Construction	n, Inc.
Primary Contact:	Edwin Enriquez	_Title: _VP Estimating
Business Address:	1 Maritime Way,	
City, State, Zlp:	Antioch, CA 94509	
Telephone No.:	510-261-2400	Fax No: 510-261-2444
Email Address:	eenriquez@vortex-sfb.com	n ,
Website Address:	www.voitex-sfb.com	
Authorized Signature:	- (Nom)	

RFB & CONTRACT SPECIFICATIONS

Section 3
KEEP THESE PAGES FOR YOUR

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.
Courses at least as broad as 100 Ferry 00 00 04 and in 200 as a few and in 100 ferry in 100 few and in 100 few
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

X 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.
- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
- 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.
- 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 January 11, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Carlos Zepeda, Deputy Public Works Director

APPROVED BY:

John Samuelson, Public Works Director/City Engineer $\mathcal{L}^{\mathcal{S}}$

SUBJECT:

First Amendment to the Bay Alarm Company Agreement to Expand

the Agreement for Access Control and Video Monitoring to Include

Antioch Police Department Facilities

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1. Approving the first amendment to the Maintenance Services Agreement with Bay Alarm Company, which increases the agreement by \$704,700 for a total agreement amount of \$898,500, to expand Access Control and Video Monitoring to include Antioch Police Department facilities; and
- 2. Authorizing the City Manager or designee to execute the first amendment to the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

Funding for the additional expenditure of \$648,900 in fiscal years 2021-2022 and 2022-2023 is included in the City's two-year adopted General Fund budget. Funding for the subsequent three (3) fiscal years, in an amount not to exceed \$55,800, will be requested in the respective years' budget proposals. Currently, annual maintenance cost for Police Department facilities totals \$49,845.24. The new agreement with the Bay Alarm Company reduces the annual maintenance cost to \$18,600, a 63% decrease in cost.

DISCUSSION

Bright Security Integrations provided cloud-based security services to the City before going out of business in 2020, leaving the City and its facilities without a reliable on-call Security Service provider and without local technicians to provide service calls.

On February 18, 2021, the City published a Request for Proposals ("RFP") for Integration of an Access Control, Surveillance and Monitoring Security System on its website and sent directly to vendors. The RFP closed on March 22, 2021. Amongst the four (4) qualified proposals received, the City selected Bay Alarm Company ("Bay Alarm") as the contractor offering the best value to the City.

On June 22, 2021, the City Council passed and adopted Resolution No. 2021/107 authorizing the City Manager to enter into an agreement with Bay Alarm for Access Control and Video Monitoring to most key City facilities. The initial agreement is for a not to exceed amount of \$193,800 including a \$122,100 one-time installation fee and annual maintenance of \$14,340 per fiscal year.

The existing agreement with Bay Alarm did not include the Police Department facilities because they were unable to find the funding within their existing budget. Since that time, the Police Department has been able to identify funding within their adopted budget to provide this service. This proposed amendment will allow the City to complete its transition from the Bright Securities system, which is continuing to have issues, to the new Bay Alarm system, allowing the City to collaborate with one service provider with improved services. This agreement also includes the completion of several services which were never completed by Bright Securities.

ATTACHMENTS

- A. Resolution
- B. Resolution No. 2021/107
- C. Executed Maintenance Services Agreement (MSA)
- D. First Amendment to the MSA
- E. Exhibit A to the First Amendment

ATTACHMENT "A"

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE FIRST AMENDMENT TO THE BAY ALARM COMPANY AGREEMENT, TO EXPAND THE AGREEMENT FOR ACCESS CONTROL AND VIDEO MONITORING TO INCLUDE POLICE DEPARTMENT FACILITIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, the City needed a reliable, on-call Security Service provider following the dissolution of Bright Security Integrations;

WHEREAS, on February 18, 2021, a Request for Proposal for Access Control and Video Monitoring Security System was published on the City's website, sent directly to vendors, and closed on March 22, 2021;

WHEREAS, the City received four (4) qualified proposals, including Bay Alarm Company's proposal ("Bay Alarm"), which was selected as the proposal offering the best value to the City;

WHEREAS, on June 22, 2021, the City Council passed and adopted Resolution No. 2021/107 authorizing the City and Bay Alarm to enter into a Maintenance Services Agreement ("Agreement") for access control and video monitoring at a cost of \$122,100 for the initial set up and \$1,195 per month, for a not to exceed amount of \$193,500 for the entire five (5) years of the Agreement (which includes the option to extend an additional two years); and

WHEREAS, the City would like to amend this Agreement to expand the security system to include Antioch Police Department facilities.

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

- 1. Approves the first amendment to the Maintenance Services Agreement between the City and Bay Alarm Company to expand the agreement, for access control and video monitoring, increasing the not to exceed amount by \$704,700, for an amended not to exceed amount of \$898,500 for the entire five (5) years of the agreement; and
- 2. Authorizes the City Manager to execute the first amendment to the agreement in a form approved by the City Attorney.

* * * * * * * *

RESOLUTION NO. 2021/** January 11, 2022 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 11 th day of
January 2022, by the following vote:
AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

RESOLUTION NO. 2021/107

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO ENTER INTO A CONTRACT WITH BAY ALARM COMPANY, TO PROVIDE A
NEW ACCESS CONTROL, VIDEO MONITORING, AND SECURITY SERVICES
CONTRACT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT

WHEREAS, a Request for Proposal (RFP) for Access Control and Video Monitoring Security System was published on our website, and a Notice was sent to vendors directly on February 18, 2021 through March 22, 2021;

WHEREAS, on March 22, 2021, four proposals were received and scored by Public Works Management staff based on their qualifications in providing access control, video monitoring, and intrusion detection security services;

WHEREAS, Bay Alarm Company ranked the highest based on scoring criteria and offers the City the best value at a cost of \$122,100.00 for the initial set up and \$1,195.00 per month for maintenance, for a total of \$71,700 over5 years; and

WHEREAS, the City is requesting the City Council consider and authorize the City Manager to execute the Agreement with Bay Alarm Company, for a total amount not to exceed \$193,800.00 for the entire five (5) year contract.

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

- Awards the Maintenance Services Agreement for Access Control and Video Monitoring, to Bay Alarm Company;
- 2. Approves a resolution authorizing the City Manager to enter into a new "Agreement" with Bay Alarm Company for an initial three-year term, with an option to renew for an additional two years, for a total five year contract price not to exceed \$193,800.
- 3. Approves the City Manager to execute an Agreement in a form approved by the City Attorney.

* * * * * * * *

RESOLUTION NO. 2021/107

June 22, 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 22nd day of June 2021, by the following vote:

AYES:

Council Members District 1 Torres-Walker, District 2 Barbanica,

District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and

Mayor Thorpe

NOES:

None

ABSTAIN:

None

ABSENT:

None

ELIZABETH HOUSEHOLDER

V06525

ATTACHMENT "C"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710)

1. PARTIES AND DATE.

9/2/2021

This Agreement ("Agreement") is made and entered into this ___ day of August; 2021-("Effective Date") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("City") and Bay Alarm Company with its principal place of business at 5130 Commercial Circle, Concord, CA 94520 ("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 **the integration of an access control, surveillance and monitoring security** system 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 integration of an access control, surveillance and monitoring security project (P.W. 710) ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. 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 work and services required for integration of an access control, surveillance and monitoring security system and any related services and warranty work necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term

The term of this Agreement shall be from the date first set forth above to June 30, 2024, with the option to extend an additional two years, 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 <u>Schedule of Services</u>. 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 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 <u>City's Representative</u>. The City hereby designates the Deputy Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.5 Contractor's Representative. Contractor hereby designates Scott Ohlendorf, 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 <u>Coordination of Services</u>. 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.

- Standard of Care; Performance of Employees. Contractor shall perform all Services 3.2.7 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 damages. 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 Five Hundred Dollars (\$500) 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 <u>Disputes</u>. 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<u>Labor Certification</u>. 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 <u>Equal Opportunity Employment</u>. 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) <u>Liability for Non-Compliance</u>. 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) <u>Training</u>. 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 <u>Insurance</u>. 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 <u>Safety</u>. 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 <u>Performance Bond</u>. 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 <u>Payment Bond</u>. 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 <u>Bond Provisions</u>. 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 <u>Surety Qualifications</u>. 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; Ownership of Equipment.

- 3.3.1 <u>Compensation</u>. 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 **One Hundred Ninety Three Thousand Eight Hundred Dollars (\$193,800.00)** without written approval of City's Deputy Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:
- a. Installation and purchase of the Equipment, as defined in 3.3.6 below: One Hundred Twenty Two Thousand, One Hundred Dollars (\$122,100).
- b. Monthly service charges: One Thousand, One Hundred Ninety Five Dollars (\$1,195) per month, for sixty (60) months, for a total not to exceed amount of Seventy One Thousand, Seven Hundred Dollars (\$71,700).

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 <u>Payment of Compensation</u>. 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 <u>Reimbursement for Expenses</u>. 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.

3.3.6 Installation and City Ownership of Equipment.

- a. The total compensation set forth above includes a one-time installation fee for the equipment required for the Project and to be installed by Contractor ("Equipment"). The Equipment shall be new, in good condition and repair, and free of all liens and encumbrances. The Parties agree that upon acceptance of the installation, and full payment by the City of the one-time installation fee, the City shall own the Equipment. Contractor shall deliver transfer of title documents related to the Equipment upon full payment by the City of the one-time installation fee. The Equipment shall be subject to Contractor's warranty obligations, as set forth in the Exhibit "A" to this Agreement.
- b. Installation services shall be conducted in a good and workmanlike manner. Contractor shall not damage any City property in conducting its work. Contractor shall be liable for, and shall promptly repair any City property damaged during the installation work, or during the performance of any services by Contractor under this Agreement.

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.
- 3.4.2 <u>Effect of Termination</u>. 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 <u>Additional Services</u>. 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 <u>Delivery of Notices</u>. 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:

Bay Alarm Company Scott Ohlendorf P.O. Box 8140

Walnut Creek, CA 94596

City:

Public Works Department 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 <u>Indemnity for Intrusion Alarm System – Alarm Event</u>. Notwithstanding the indemnity obligations set forth above, and only as applies to an alarm event related to the intrusion alarm system to be installed and monitored by Contractor (and excluding any installation and maintenance services, and any actions of Contractor's employees while on City property), the following indemnification and limitation of liability shall apply:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials. officers, employees, volunteers, and agents (collectively referred to herein as "Indemnitees") harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, costs and expenses including court costs and attorneys' fees, incurred by Indemnitees (a "Loss") arising out of third party claims where any alarm system equipment provided and installed by Contractor at the site where Contractor is providing services under the Agreement (the "Location") or the monitoring thereof is the cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the alarm system merely contributes to a loss or injury started from another source). Notwithstanding the foregoing, in the event Contractor is found liable for a Loss allegedly or actually caused by or resulting from the failure of Contractor's products or services to prevent, deter or detect the event such products or services are intended to detect, deter or prevent, Contractor's maximum liability shall be Twenty Five Thousand Dollars (\$25,000) and this liability shall be exclusive. City releases Contractor from any claims of any parties suing through City's authority or in its name, including but not limited to City's Insurance provider. This paragraph shall be controlling with respect to Contractor's liability and obligation to indemnify Indemnitees for alarm events related to the intrusion alarm system, and if there is any conflict or contradiction between this paragraph and any other provision of the Agreement, this paragraph shall govern. Each party will timely notify the other upon receipt of any third-party claim relating to the Agreement. The foregoing limitation shall not apply in the case of the gross negligence or willful misconduct of Contractor.

- 3.5.2.3 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 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.5 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project.
- 3.5.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.7 <u>Assignment or Transfer.</u> 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 <u>Construction</u>; <u>References</u>; <u>Captions</u>. 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 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 <u>Waiver</u>. 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 <u>No Third-Party Beneficiaries</u>. 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 <u>Invalidity; Severability</u>. 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 <u>Cooperation; Further Acts.</u> 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 <u>Authority to Enter Agreement.</u> 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 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

3.5.19 Wage Theft Prevention.

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

3.5.19.2BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE **APPLICABLE** COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND BAY ALARM COMPANY

	9/2/2021
IN WITNESS WHEREOF, the Parties hav -2021.	ve entered into this Agreement as of day of August,
CITY OF ANTIOCH Approved By: Fouland E. Burnal, Jr. Rowland E. Bernal Jr.	Bay Alarm Company Docusigned by: Jack Unroe Jack Unroe
City Manager	CEO, Bay Alarm Company
ATTIEST: Chystine Dame Elizabeth Householder City Cierk	- 2
Approved As To Form: Shomas Lloyd Smith Thomas Lloyd Smith City Attorney	*

EXHIBIT "A"

SCOPE OF SERVICES

The following Scope of Work is based on the City's RFP, and applies except as modified by Contractor's terms included in Attachment 1 to this Exhibit "A".

The Scope of Work includes the provision of security system installation, implementation, integration, and monitoring. Contractor has represented and warrants that it possess the products, knowledge, and experience to deliver an access control and security monitoring system to the City of Antioch.

BACKGROUND

The City has recently made substantial investments upgrading access control panels, security cameras, and monitoring. The Contractor has confirmed its qualifications to integrate its security platform using the City's existing, upgraded hardware, control panel type ACS6000 and ACS300.

The City's detailed hardware specifications and entire list of current hardware inventory is attached as Attachment 3 to this Exhibit "A".

- Access control panel model number (per door, per location)
- Camera brand, model number, type, location, and area-of-view maps (for each location)
- All associated IP addresses with access control panels, and security cameras
- Monitoring and call out (a local company is preferred)

SERVICES

The Contractor will provide:

24-hour access control, surveillance, and security monitoring. The intent is to accomplish this through use of cloud-based software, video monitoring, and a localized (in-state) 24-hour call center that provides the following features:

- Door access reader control
- Security camera and video access
- Professional monitoring and alarm dispatching
- Remote access control

Except as otherwise provided herein, the Contractor shall provide live monitoring, intrusion alarm call outs and hardware trouble shooting services within 24-hours of notification, and integration with the City's currently existing hardware, and shall store data for a minimum of 120 days.

The Contractor shall provide a door access control system (currently using Brivo (or access control and Eagle Eye for cameras) to provide protection and security across the various City facilities. The system will have a mobile and video component, as well as professional monitoring (24/7) which provides a comprehensive security platform. The City currently uses a cloud-based solution with upgraded door reader hardware and updated video hardware across most of its facilities. It is highly preferred (but not required) that fire software communicates with specified hardware.

ATTACHMENT 1 TO EXHIBIT "A"

CONTRACTOR PROVIDED SCOPE OF WORK AND TERMS

[attached behind this page]

ADDITIONAL READERS

Bay Alarm Company Scope of Work

	Scope of Work	
User Name:	GW CITY OF ANTICER	Site Phone Number: 9802-9803
Sria Address	MERCHAN REL	A
User hereby authorizes Bay Alarm Con- safety System under the following condi- from the date the System is operational **SEE_ADDENIGOM_A**	stors and agrees to pay the sales and installation char	is provide monitoring and other services for a security and/or in riges and the service charges described below to Bay's address
BAY ALARM TO PROVICES		
MAYNET PLUS - OULTHE ACTUON PER ACCESS CARDS	COUNT MARAGRARAT	
CUSTOMER TO PROVIDE:		
EXISTING WIRING FOR BEAD NETWORK IN THAT TRUCTURE I DOOR LOCK WORK REQUISED	RESOLD FOR READERS	
*AGAREMENT IS FOR 36 MAN CUSTOMES WITH 30 DAY WR		EVERY 21 MEMTER ENTITY CAMPESIED BY

New System or Takeover | 11 New Owner | 12 Addendum-Atteration Addition | 13 Cancela Former Agreement-Atteration Addition | Services Provided: | 13 Full Service | 14 Time Plus Materials Service | 15 Monitor Only

Sale and Installation Price	and Payment Summery:	Type Service:	Fire Test Frequency:
Total Installation Prios. (Plus Applicable Taxes to be i	\$ 42,475.00 offed separately)	D Intrusion Atarm D Fire Atarm Opera/Closing Options D E-Autolog	p NFPA 72 p Sprinkler Inspector Service, Bay will inspect — risers in accordance
Deposit Due at Signing:	\$	BayNet Plus Supervised (Check one below) Control States Check (Check one below)	MIDI C.C.R. TIND 19
Oue Upon Completion of Prewite.	\$	Central Staton Open/Closing User Keypad Control Video (addendum required) Bay Ualk	Fire Test Devices: DPared Only DPared & Fire Devices
Balance Due Upon Completion:	\$ 42,472.09	3: Scrv M Acass G Electronic Lock Intercom	Communication Type: [] Single Phone Line [] Internat Protocol [] Digital Cellular Alarm Back-UP [] Outlat Cellular Alarm Only
Monthly Service Charge:		/ Total Connect Video	b Other
\$ 456,00 aus	Quarterly in Advance	 ○ Video Verification ○ Video Hobilication ○ Verified Response 8 (Verified Response a Included of The Istal Monthly Service Fee) ○ Other 	Industrial Monitoring: Refrigeration Yemperature Control Other Elevator: DESignator Monitoring Selevator Tost

ADDITIONAL DOOR CONTACTS

Bay Alarm Company Scope of Work

User Name;	GOV CITY OF ANTIOCK	Site Phone Number: 000-000-0000
Site Address:	SEE ADDENOUN A	
User hereby authorizes Bay Alarm safety System under the following from the date the System is operat	Scope of Work Company hereinalter 'Bay', or assigns to sell, install and/or proceeditions and agrees to pay the sales and installation charges conf.	rovide monitoring and other services for a security and/or life s and the service charges described below to Bay's address
SEE ADDEHDUM A		
BAY ALARM TO PROVIDE:		
BAYNET PLUS - ONLINE DMF LINK APP - REMOTE	ACCOUNT MANAGEMENT S SYSTEM MANAGEMENT VIA SMART PHONE OR	pc
'AGREEMENT IS FOR 36 CUSTOMER WITH 30 DAY	MOSTHE AND WILL AUTOMATITATELY RENEW EV WRITTEN HOTICE.	ERY 24 MONTHS UNTIL CANCELLED BY

New System or Takeover - New Owner - Addendum-Attention Addition - Cancels Former Agreement-Alteration Addition Services Provided: #Foil Service - Time Plus Materials Service - Montar Only

Sale and Installation Price and Payment Summucy;	Type Service:	Fire Test Frequency:
Total Installation Prece: \$ 14.7.7.130 [Plan Applicable Tains to be billed separately) Deposit Due at Signing 8 Due Upon Completion of Previous 8	w Installion Alarm Fire Alarm OpenClosing Options :: E-Autolog w BeyNet Plus :: Supervised (Chick one below) :: Oenoral Station Open Closing : User Kayped Control :: Video (attendum required)	D NFPA 72 Cispithale inspection Service. Boy will inspect sters in accordance with C.C.R. Tide 19 Cispital Conty. Different Services: Different & Fire Opylops
Baunce Due Upon Completion § 34, 875, 89 Monthly Service Charge:	Beytant Beytant CCTV Access Bestronic Lock Intercom Total Connect Video Talaii Connect 2 8	Communication Type: [] Single Phone Line Clinismed Protocol Singlet Collular Alarm Suck UP E) Digital Collular Alarm Only Other
\$ 495 and due Quarterly in Adviscos	C Video Verification Verified Response 5 (Verified Response 5 (Verified Response 6 (Verified	Industrial Monitoring: - Refrigoration - Temperature Control - Other Blevelon: - Elevelon Monitoring - Elevelon Test
	£08 055	KE USE ONLY

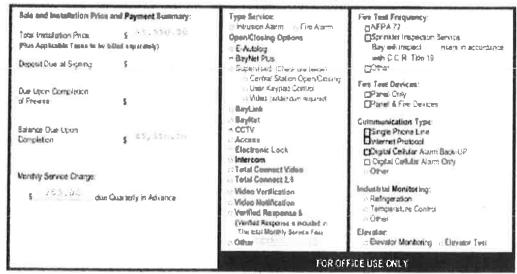
SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

ADDITIONAL TURRET CAMERAS

Bay Alarm Company Scope of Work

User Name	GOV CITY OF ANTIOUS	Sile Phone Number 33.1 + 1901 - 37.64.3
São Address:	HEE ANDERDEM A	
	Scope of Work nerenate: "Bay" or assigns to sett, install and/or p	provide monitoring and other services for a security and/or ide is and the service charges described below to Bay a address
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DAY ASARM 10 DRIVELED		
BAYDEY VING - CRIENT ACCOUNT	1 MANAGEMENA	
CONTROLS IN PROPERTY		
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as New Systems or Takeover — in New Owner — in Addendum-Alteration Addition — Cancels Former Agreement-Attention Addition — Services Provided: — Full Service — in Time Plus Militerates Service — in Montor Only



SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Additional details regarding the equipment and Scope of Services are included in Attachment 1 to this Exhibit "A" (Addendum A), which is attached to and incorporated into this Exhibit "A" and the Agreement by reference.

Attachment 1 to Exhibit A

BAY How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

BAY'S LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Services Provided:

Full Service: Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge. DEVICE BATTERIES EXCLUDED.

Time Plus Material: At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Monitor Only: Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

If An Intrusion Alarm is Sold:

Glass break detectors, motion detectors, photo electric beams are for area detection only, User to provide a

Wireless Holdup Buttons: User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device. Wireless Devices: User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires. Local authorities may require that you obtain a permit or license to use a monitored alarm System. (See paragraph 6)

If a Takeover / Connect to User Owned Devices:
Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

If a New Owner Labor Agreement:
Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

If a UL Certificate Is Issued:

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

Network & VolP:

Attachment 1 to Exhibit A

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time. VolP TELEPHONE SERVICE: The use of VolP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VolP service in order to assure its ability to function. User understands that DSL, unmanaged VolP, or other internet-based services not approved in advance by Bay may not be used.

If Software is Provided:
Computer shall be supplied according to Bay's and shall be free from defect. User understands and agrees that although protected by appropriate safeguards; installing remote access dial-in software carries some risk of access to and control of the security System by unauthorized persons. It is the User's responsibility to keep the password, installed software, and modem under their control at all times. If networking software is installed, it is the User's responsibility to provide and maintain a network that can support any installed software by Bay.

If a CCTV System:

User is aware that there are certain rights to privacy enjoyed by employees and the public. As a condition to this installation, it is the User's responsibility to ensure compliance with all applicable privacy laws. User agrees to provide sufficient lighting to meet required scene illuminations. User is solely responsible for providing and maintaining film and/or video tape for CCTV Systems.

If Industrial Monitoring is Sold:
User to supply dry set "C" type contacts and conduit required for Bay connection. Monthly charges include up to two (2) signal transmissions per transmitter per month. An excessive amount over and above this will result in an additional charge per signal above Bay's then prevailing rate.

If Baylink is Sold:

User will receive an email from Bay when their System sends a bypass/trouble/open or close signal from their alarm System. User understands that Bay will make reasonable efforts to communicate through email messages only.

If a Fire System Alarm is Sold: N/A

If System Inspections are to be Performed:

Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:
Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

LIMITED WARRANTY: (a) WHAT IS COVERED: For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) HOW TO GET SERVICE: Call 1-800-470-1000. (c) WHAT IS NOT COVERED: Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. This warranty does not include disposable items such as access control entry cards, telephone cords, camera film or video tape.

MONITORING SERVICE: To reduce false alarms, Bay uses enhanced call verification (also known as 2-call verification or ECV). When a burglar alarm signal from the alarm system is received, Bay will first try to telephone User's premises, and if there is no answer then will try to telephone the first available person on User's Emergency Notification List, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Bay will attempt to notify the police department and will also attempt to contact someone on the Emergency Notification List to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personal and the first available person on the Emergency Notification List. However, Bay, to the extent permitted by law, rule, code or regulation, reserves the right to verify all alarm signals by: (i) telephone, or (ii) using the two-way voice feature of the system, if one has been installed, or (iii) otherwise before notifying emergency personnel. When a carbon monoxide alarm is received, Bay will first attempt to contact the premises and the first available person on the Emergency Notification List. If there is no answer at the premises, Bay will attempt to notify the fire department. If someone in the premises responds to Bay's call, Bay will not notify the fire department, and Bay recommends that everyone vacate the premises and User call User's local gas company to investigate the cause of the CO signal. If no one answers the door for emergency authorities, they may attempt to forcibly enter the premises which may result in damage to your door or other entrance, and Bay is not responsible for any such damage. Bay recommends the installation of a Lock Box which gives the fire department access to User's premises key to enter the premises. When a non-emergency signal is received (e.g. temperature or flood sensors), Bay will attempt to contact the premises or the first available person on the Emergency Notification List but will not notify emergency authorities. Bay may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Bay and User are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. Bay may discontinue or change any particular response service due to governmental or insurance requirements by giving User written notice. User's consent to the recording of all telephonic communications between User and Bay. If User's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, User agrees to subscribe to such service if provided by Bay, or otherwise comply with such requirements. Bay may charge an additional fee for such service. User acknowledges and agrees that all monitoring firmware and software, computer codes and monitoring information remain Bay's sole and exclusive property. USER AGREES THAT BAY IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY THE PHONE THE APPROPRIATE EMERGENCY AGENCY OR OTHER PERSONS NAMED IN THE EMERGENCY NOTIFICATION LIST. USER UNDERSTANDS THAT THE BAY WILL NOT SEND ANY BAY PERSONNEL TO USER'S PREMISES IN RESPONSE TO ANY EMERGENCY SIGNAL UNLESS USER HAS SUBSCRIBED TO BAY'S RESPONSE SERVICE. User understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's single telephone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central

Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions beyond the control of Bay.

Scope of Work Clarifications:

Monthly service charges cover monitoring charges. Service calls are charged at time of service. Current hourly service rates are \$115.00 for the first half hour and \$90.00 for any consecutive half hour. Current prevailing wage rates are \$125.54/hour.

For Time Plus Materials Service, the limited warranty covers one year parts and ninety (90) days labor. After installation, we will repair or replace any defective part of the System without charge to you during the warranty period. Following the warranty period, service will be performed at current hourly service rates. For your Systems, both Access and CCTV will be covered under Time Plus Materials Service. Reason being, we are using existing wiring which was not installed by Bay Alarm so we cannot ensure the quality of the install and cannot perform service on a Full Service Warranty. The Intrusion Security System will fall under Full Service Warranty for the entirety of the agreement (three (3) years) since Contractor is completing the entire installation without using any existing equipment. Full Service Warranty covers repair or replacement of equipment necessitated by ordinary wear and tear to the System. Battery replacement is excluded from this service and can be repaired at standard hourly service rates.

The Intrusion Alarm System will be monitored by Bay Alarm's Central Station for alarms which require Police action. Access and CCTV Systems will not be monitored.

Contractor will be installing wireless door contacts at each site, at the locations designated. Depending on use, batteries typically require replacement every 3-5 years and can be completed by the Bay Alarm Service Team.

ATTACHMENT 2 TO EXHIBIT "A"

ADDENDUM A EQUIPMENT TO BE INSTALLED BY CONTRACTOR

[attached behind this page]



5130 Commercial Circle, Concord, CA 94520

www.bayalarm.com

800-610-1000

USER NAME: GOV CITY OF ANTIOCH

Addendum A

	New Lead #:		AKA Name	Premise		Monthly Service	Installation	Deposit	
(if applicable)		Site Address	Suite/Apt or BLDG#	Number	Description of Work	Fee Per Site	Charge Per Site		
N/A	TBD	200 H STREET, ANTIOCH CA 94509	CITY HALL CCTV	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - BAY VISION MICRO SERVER 64CH 48TB NVR - IS SERVER ROOM TWO (2) - PLANET 16 PORT MANAGED SWITCH - BEST LOCATION ONE (1) - MINUTEMAN UNINTERRUPTIBLE POWER SUPPLY - AT NVR TWENTY FOUR (24) - BAY VISION 4MP IP TURRET CAMERAS - BREEZEWAY 22, ELEVATOR 3RD FLOOR 6, NORTH REREZEWAY/LAGPOLE 23, REAR NORTH CONFERENCE 27, REAR PARKING WEST 29, REAR PARKING EAST 30, REAR SOUTH CONFERENCE 25, SOUTH BREEZEWAY CAMERA 24, WEST NORTH PARKING 25, WEST 3RD FLOOR 7, 2ND FLOOR PARTITION 8, 2ND FLOOR COUNTER 11, 2ND FLOOR MID-WEST VIEW 9, 2ND FLOOR ELEVATOR 10, BASEMENT EAST HALLWAY 16, CASHIER FRONT 15, CASHIER REAR 2 20, CASHIER REAR VIEW 19, CASHIER WEST VIEW 18, CITY HALL CASH BOX, INTERIOR LOBBY DOORS 21, WEST BASEMENT 17, WEST DOORS 14 SEVENTEEN (17) - BAY VISION TURRET CAMERA JUNCTION BOX - ELEVATOR 3RD FLOOR 7, 2ND FLOOR PARTITION 8, 2ND FLOOR COUNTER 11, 2ND FLOOR MID-WEST VIEW 9, 2ND FLOOR ELEVATOR 10, BASEMENT EAST HALLWAY 16, CASHIER FRONT 15, CASHIER REAR 2 20, CASHIER REAR VIEW 19, CASHIER WEST VIEW 18, CITY HALL CASH BOX, INTERIOR LOBBY DOORS 21, WEST BASEMENT 17, WEST DOORS 14 SEVEN (7) - BAY VISION TURRET CAMERA WALL MOUNT - BREEZEWAY 22, NORTH BREEZEWAY/FLAGPOLE 23, SOUTH BREEZEWAY CAMERA 24, REAR PARKING WEST 29, REAR PARKING EAST 30, WEST NORTH PARKING 25, WEST NORTH PARKING 3 ONE (1) - EAY VISION 3MP IP PTZ CAMERA - ROOF PTZ 28 ONE (1) - EAY VISION 3MP IP PTZ CAMERA - ROOF PTZ 28 ONE (1) - EAY VISION 3MP IP PTZ CAMERA - ROOF PTZ 28	\$ 150.00	\$ 21,950.00		\$0.00
N/A	TBD	1 MARINA PLAZA, ANTIOCH, CA 94509	MARINA CCTV	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - BAY VISION MICRO SERVER 64CH 32TB NVR - UPSTAIRS OFFICE ONE (1) - PLANET 16 PORT MANAGED SWITCH - BEST LOCATION ONE (1) - MINUTEMAN UNINTERRUPTIBLE POWER SUPPLY - BEST LOCATION TWELVE (12) - BAY VISION 4MP IP TURRET CAMERAS - MARINA BATHROOM, MARINA BOAT LAUNCH, MARINA DOCK A, MARINA DOCK B, MARINA FUEL DOCK #1, MARINA FUEL DOCK #2, MARINA LPR, MARINA LAUNCH BOX, MARINA NORTH GATE, MARINA SOUTH, MARINA NORTH BATHROOM SOUTH, MARINA NORTH GATE, MARINA SOUTH GATE TWELVE (12) - BAY VISION TURRET CAMERA JUNCTION BOX - AT TURRET CAMERAS TWO (2) - BAY VISION 9PTZ CAMERAS - PARKING LOT, RESTAURANT TWO (2) - BAY VISION PTZ CAMERAS WALL MOUNTS - AT PTZ CAMERAS	\$ 75.00	\$ 16,750.00		\$0.00
N/A	TBD	DELTA STREET, ANTIOCH, CA 94509	RV PARK CCTV	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - BAY VISION 8 CH 16TB NVR - OFFICE ONE (1) - MINUTEMAN UNINTERRUPTIBLE POWER SUPPLY - AT NVR SIX (6) - BAY VISION 4MP IP TURRET CAMERAS - CENTER LOOKING NORTH, ENTRY/EXIT SIDE VIEW, FRONT CENTER, FRONT GATE, FRONT SOUTH CORNER, SOUTH SIDE CORNER SIX (6) - BAY VISION TURRET CAMERA WALL MOUNTS - AT TURRET CAMERAS	\$ 25.00	\$ 6,850.00		\$0.00

DocuSign Envelope ID: EE931308-FE4F-4138-A873-A615CE9AF603

READ ALL PAGES BEFORE YOU SIGN Authorized Signature: \$ 250.00 \$ 45,550.00 \$.		Printed Name:	\$ 	Date:		
	READ ALL PAGES BEFORE YOU SIGN	Authorized Signature:		\$ 250.00	\$ 45,550.00	\$ 200

Site Address	Suite/Apt or BLDG #		Description of Work	Fee	Par Sita	lob	rge Per Site	200 6/20	
4703 LONE TREE WAY, ANTIOCH, CA 94531	COMMUNITY CENTER MAIN ACCESS	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - SERVER ROOM 151 ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - ADMINISTRATION, COMMUNITY CENTER DOOR	\$			2,575.00	rer sta	\$0.00
4703 LONE TREE WAY, ANTIOCH, CA 94531	COMMUNITY CENTER CONGRESS ACCESS	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - SERVER ROOM 151 ONE (1) - ALTRONX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - CONGRESSMAN, CONGRESSMAN FROM SUBSTATION	\$	20.00	\$	2,375.00		\$0.00
200 H STREET, ANTIOCH, CA 94509	CITY HALL MAIN & IS ACCESS	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - IS SERVER ROOM SIX (6) - ALTRONIX POWER SUPPLY - BEST LOCATION TWENTY ONE (21) - PDK MULLION READERS - 1ST FLOOR EAST STAIRS, 1ST FLOOR FINANCE OFFICE, 1ST FLOOR INTERIOR LOBBY, 1ST FLOOR NORTH BREEZEWAY, 1ST FLOOR SERVER ROOM, 1ST FLOOR SOUTH BREEZEWAY, 1ST FLOOR SERVER ROOM, 1ST FLOOR WEST BASEMENT STAIRS, 1ST FLOOR WEST STAIRS, 2ND FLOOR HALLWAY PARTITION, 3RD FLOOR HALLWAY PARTITION, 3RD FLOOR WEST STAIRS, BASEMENT HALLWAY, BASEMENT MEN'S BATHROOM, BASEMENT WOMEN'S BATHROOM, COMMUNITY DEVELOPMENT EMPLOYEE ENTRANCE, NORTH COUNCIL CHAMBERS, SOUTH COUNCIL CHAMBERS, WEST EXTERIOR DOOR, WEST INTERIOR DOOR, IT DOOR 1	\$	210.00	\$	15,100.00		\$0.00
200 H STREET, ANTIOCH, CA 94509	CITY HALL HR ACCESS	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - IS SERVER ROOM ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - BREAK ROOM TEMP HR, HR MAIN DOOR	\$	20.00	\$	2,400.00		\$0.00
1 MARINA PLAZA, ANTIOCH, CA 94509	MARINA ACCESS		BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - UPSTAIRS OFFICE TWO (2) - ALTRONIX POWER SUPPLY - BEST LOCATION FIVE (5) - PDK MULLION READERS - LAUNDRY ROOM, MEN'S BATHROOM, NORTH GATE, SOUTH GATE, WOMEN'S BATHROOM ENTRY	\$	50.00	\$	5,475.00		\$0.00

Old Apot #: (# applicable)	New Lead # or Acct It TBD	Sita Address	AKA Name Suite/Apt or BLDG #	Premise	Description of Work		Ny Servic	Installation Charge Per Site	Deposit
NA	180	1201 W 4TH STREET, ANTIOCH, CA 94509	PUBLIC WORKS MAINTENANCE YARD ACCESS	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - FACP ROOM TWO (2) - ALTRONIX POWER SUPPLY - BEST LOCATION FIVE (5) - PDK MULLION READERS - (1) BACK DOOR, (2) MAINTENANCE YARD GATE ENTRY, (2) MAINTENANCE YARD GATE EXIT	s	50.00	\$ 5,550.00	SO.00
N/A	TBD	1201 W 4TH STREET, ANTIOCH, CA 94509	PUBLIC WORKS STORES BUILDING ACCESS	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - STORES BUILDING ONE (1) - ALTRONX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - FRONT DOOR, OFFICE DOOR	S	20.00	\$ 2,490.00	\$0.00
N/A	TBD	DÉLTA STREET, ANTIOCH, CA 94509	RV PARK ACCESS	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - OFFICE ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE FOUR (4) - PDK MULLION READERS - (2) RV STORAGE GATE ENTRY, (2) RV STORAGE GATE EXIT	S	40.00	\$ 4,350.00	\$0.00
VA.	200	401 PUTNAM STREET, ANTIOCH, CA 94509	WATER TREATMENT PLANT ACCESS		BAY ALARM TO INSTALL: ONE (1) - PDK CLOUDNODE - CONTROL ROOM ONE (1) - ALTRONIK POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - GATE	\$	20.00	\$ 2,250.00	\$0.00
		READ ALL PAGES BEFORE YOU SIGN	Authorized	Signature				\$ 14,550.00	

	New Lead #		AXA Name	Premise		Mont	hly Servic	al Ireate	Ballon	Deposit	
N/A		Situ Address	Suite/Apt or BLDG #	Number	Description of Warts		Per Site				
N/A	TBD	4703 LONE TREE WAY, ANTIOCH, CA 94531	COMMUNITY CENTER #1TRUSKON	000-070-0000	BAY ALARM TO INSTALL: ONE (1) - DMP WASSO CONTROL PANEL - SERVER ROOM 151 ONE (1) - SIREN - NEAR PANEL ONE (1) - LITE CELLULAR COMMUNICATOR - AT PANEL ONE (1) - LITE CELLULAR COMMUNICATOR - AT PANEL TWO (2) - KEYPADS - FROM TENTRY, WITERIOR HALLWAY ONE (1) - DMP MGH POWERED WIRELESS RECEIVER - AT PANEL THREE (3) - WIRELESS REPAIRS - JEST LOCATION THERTY NINE (39) - DMP WIRELESS DOOR CONTRACTS - (38) ENTRYLEYT OORS COMMUNITY CENTER (1) ENTRYLEYT DOOR CONGRESS TWO (2) - DMP WIRELESS MOTION DETECTORS - ENTRY, HALLWAY ONE (1) - DMP WIRELESS CLASSBREAK - COMMUNITY CENTER	\$				741 310	\$0.0
N/A	TBO	200 H STREET, ANTIOCH, CA 94509	CITY HALL MAIN INTRUSION	000-000-0000	EAT ALARM TO BISTALL* ONE (1) - DMP, XR15G CONTROL PANEL - FACP RODM ONE (1) - SIREN - NEAR PANEL ONE (1) - LTE CELLULAR COMMUNICATOR - AT PANEL EIGHT (4) - REPPADS - (1) FACP RODM (1) MAN ENTRY, (1) HUMAN RESOURCES, (2) NFORMATION SERVICES, (1) OU TISIDE 2ND FLOOR SLEVATOR, (1) XRD FLOOR STARRS, (1) 380 FLOOR; CITY MANAGER ONE (1) - DMP HIGH POWERED WIRELESS RECENER - AT PANEL EIGHT (6) - WHERE ESS REPEATERS - (7) MAN BUILDING, (1) COUNCIL CHAMBERS PRE (5) - OMP WIRELESS DOOR CONTACTS - WEST STARS, FINANCE FINANCE VAULT, VAULT, 2ND FLOOR STARS SOTEON (16) - DMP WIRELESS MOTION DETECTORS - (1) WARTRYSOTT DOOR, (1) STAPE OFFICES, (1) MAN ENTRY, (3) HUMAN RESOURCES; (1) ENDINANTON SERVICES SERVER ADOM (1) GEFTIL INFORMENTATION, SERVICES RODM, (1) 2ND FLOOR RESPECTIONS, (1) 3RD FLOOR CITY MANAGER (2) CITY MANAGER COMPERENCE ROOM (1) STAD FLOOR STARS ONE (1) - ONP WIRELESS 350 MOTION DETECTOR - INFORMATION SERVICES ONE (1) - ONP WIRELESS 350 MOTION DETECTOR - INFORMATION SERVICES ONE (1) - ONP WIRELESS 350 MOTION DETECTOR - INFORMATION SERVICES		100.00	\$ 9	550.00		\$0.0\$
N/A	TBO	200 H STREET, ANTIOCH, CA 94509	CITY HALL COUNCIL CHAMBERS INTRUSION	000-000-0000	BAY ALSEN TO RESTALL ONE (1) - DIPP YING CONTROL PAVEL - COUNCIL CHAMBERS CONTROL ROOM ONE (1) - BIRCH - NEAR PANEL ONE (1) - DIPP YING CONTROL PAVEL ONE (1) - ONE WIRELESS RECEIVER - AT PAMEL ONE (1) - ONE WIRELESS RECEIVER - AT PAVEL ONE (1) - NEW WIRELESS DOOR CONTACTS - COUNCIL CHAMBERS TRICE (3) - DIM WIRELESS DOOR CONTACTS - COUNCIL CHAMBERS TRICE (3) - DIM WIRELESS MOTION DETECTORS - (2) COUNCIL CHAMBERS MAN, COUNCIL CHAMBERS CONTROL ROOM	S	50.00	\$ 1,	975.00		\$0.00
WA		1 MARIVA PLAZA, ANTIOCH, CA 94509	MARINA INTRUSION	000-000-0000	BAY ALARM TO INSTALL: ONE (1) - DMP XTSO CONTROL PANEL - UPSTAIRS OFFICE ONE (1) - STREYN - NEAR PAINEL ONE (1) - LITE CELLULAR COMMUNICATOR - AT PANEL ONE (1) - KEYPAD - FRONT ENTRY UPSTAIRS OFFICE ONE (1) - CAPPAD - FRONT ENTRY UPSTAIRS OFFICE ONE (1) - DMP WIRELESS RECEIVER - AT PANEL THREE (3) - DMP WIRELESS ROOR CONTAGTS - (2) UPSTAIRS OFFICE ENTRY/ENT DOORS, (1) UPSTAIRS OFFICE HATCH ONE (1) - DMP WIRELESS MOTION DETECTORS - UPSTAIRS OFFICE ONE (1) - DMP WIRELESS PANIC BUTTON - UPSTAIRS OFFICE TWO (2) - OVERHEAD DOOR CONTAGTS - (1) NORTH BOAT RAMP. (1) SOUTH BOAT RAMP	\$	50.00	\$ 3.	025.00		\$0.00
VA.		1201 W 4TH STREET, ANTIOCH, CA 94509	MAINTENANCE YARD		EAT ALARS TO INSTALL: GRE (1) - DAP WAT 50 CONTROL PAREL - FACP ROOM ONE (1) - SIREN - NEAR PANEL. GRE (1) - LITE CELLULAR COMMUNICATOR - AT PANEL ONE (1) - LITE CELLULAR COMMUNICATOR - AT PANEL FOUR (2) - METPADS - FRONT LOBBY, NORTH STREET ENTRANCE ONE (1) - DAP RIGH FOWERED WRELESS RECEIVER - AT PANEL POUR (4) - WIRELESS REPEATERS - BEST LOCATION THREE (3) - DAW WIRELESS DOOR CONTACTS - ENTRY, BACK DOOR, SIDE DOOR GIGHTEEN (18) - DAP WIRELESS MOTION DETECTORS - (3) FRONT RECEPTION, (1) DIRECTOR OFFICE, (1) MANAGER OFFICE, (1) CONFERENCE ROOM (2) BACK HALLWAY, (1) BARRAROOM, (1) TOPICE 112-119 ONE (1) - 360 MOTION DETECTOR - MEETING ROOM	\$	100.00	\$ 6,	00.00		\$0.00
VA T		STREET, ANTIOCH,	PUBLIC WORKS STORES BUILDING	000-000-0000	SAY ALASH TO INSTALL: ONE (1) - OME XT30 CONTROL PANEL - BEST LOCATION ONE (1) - SIREN, NEAR PANEL ONE (1) - LTE CELLULAR COMMANICATOR - AT PANEL TWO (2) - KEPPAS - FRONT DOOR BACK DOOR TWO (2) - ACP DOOR TWO (2) - DOOR CONTACTS - FRONT DOOR, BACK DOOR	16/2	50,00	\$ 3,	225.00		\$0.00
		"READ ALL PAGES BEFORE YOU SIGN"	Authorized	i Signature:		3	445.00	\$ 32,2	25.00	\$	

Old Acat P; N	ew Load #:		AKA Name	Promise	Monthly Service		Deposit
Int association	or Acct #;	Site Address	Summander or BLDG #	Number	Description of Work Fee Per Site	Charge Per Site	

Printed Name:

N/A	THO	RV PARK INTRUSION	HAY ALANE TO INSTALL! ONE (1) - ONE PAID CONTROL, PANEL - OFFICE CIPE (1) - SIREN - NEAR PANEL CNE (1) - LTE CELLUAR COMMUNICATOR - AT PANEL ONE (1) - EXPEAD - LINKS BOOM CINE (1) - ONE WIRELESS RECEIVER - AT PANEL TWO (2) - OMP WIRELESS MO BON DETECTORS - FRONT ENTRY, LIVING ROOM	\$ 50.00	\$ 1,850,00	\$0.00

ATTACHMENT 3 TQ EXHIBIT "A"

CITY HARDWARE SPECIFICATIONS AND ENTIRE LIST OF CURRENT HARDWARE INVENTORY

[attached behind this page]

Request for Qualifications
Access Control, Surveillance and Monitoring Security System

		Page 6
1st Floor North Breezeway	STB-49-YYI34 - City Half 1st Floor	AC\$6000
1st Floor Server Room	ST8-49-YYI34 - City Hall 1st Floor	ACS6000
1st Floor South Breezeway	STB-49-YYI34 - City Hall 1st Floor	AC\$6000
1st Floor to Basement Stairs	STB-3V-YYOCT - City Hall Basement	ACS6000
1st Floor West Basement Stars	STB-49-YY 34 - City Half 1st Ficor	ACS6000
1st Floor West Stairs	STB-3V-YYOCT - City Hall Basement	AC\$6000
2nd Floor Hallway Partition	STB-49-YYI34 - City Halt 1st Floor	AC\$6000
3rd Floor Hallway Partition	STB-3E-YYH7V - City Hali 3rd Floor	ACS6000
3rd Floor West Stairs	STB-3E-YYH7V - City Hall 3rd Floor	AC\$6000
Basement Hallway	STB-3V-YYOCT - City Hall Basement	ACS6000
Basement Men's Bathroom	STB-3V-YYOCT - City Half Basement	ACS6000
Basement Women's Bathroom	STB-3V-YYOCT - City Half Basement	ACS6000
Community Development Imployee Entrance	STB-3V-YYOCT - City Hall Basement	AC\$6000
North Council Chambers	STB-49-YYI34 - City Hall 1st Floor	AGS6000
South Council Chambers	STB-49-YYI34 - City Half 1st Floor	ACS6000
Vest exterior door	STB-49-YYI34 - City Hall 1st Floor	ACS6000
Vest Interior door	STB-49-YYI34 - City Hall 1st Floor	AC\$6000

Site:

Antioch Marina

Parameters:

Door	Control Panel		
Door Name	Control Panel ID	Control Panel Type	
Laundry Room	STB-3V-YYCSP - City Of Antioch Marina	AC\$6000	
Men's Bathroom	STB-3V-YYCSP - City Of Antioch Marina	ACS6000	
North Gate	STB-3V-YYCSP - City Of Antioch Marina	AC\$6000	

Request for Qualifications Access Control, Surveillance and Monitoring Security System

		rage (
South Gate	STB-3V-YYCSP - City Of Antioch Marina	ACS6000
Women's Bathroom Entry	STB-3V-YYCSP - City Of Antioch Marine	ACS6000

Site:

Human Resources Door @ City Hall

Parameters:

Door	Control Panel		
Door Name	Control Panel ID	Control Panel Type	
Break Room Temp HR	STB-3V-YYOCT - City Hall Basement	ACS6000	
HR Main Door	STB-49-YYI34 - City Hell 1st Floor	ACS6000	

Site:

Information Systems @ City Hail

Parameters:

Door	Control Panel		
Door Name	Control Panel ID	Control Panel Type	
IT Door 1	STB-3V-YYOCT - Gify Hell Basement	AC\$6000	

Site:

Public Works Maintenance Yard

Parameters:

Door	Control Panel		
Door Name	Control Panel ID Control Panel Typ		
Back Door	THB-XO-YYCBO - Public Works 2	ACS300	
Maintenance Yard Gate Entry	THB-54-YYCCB - Public Works Maintenance Yard	AC\$300	
Maintenance Yard Gate Exit	THB-54-YYCCB - Public Works Maintenance Yard	ACS300	

Site:

Public Works Stores Building

Parameters:

Door	Control Panel		
Door Name	Control Panel ID	Control Panel Type	
Front Door	STB-3H-YYOTE - Stores Building	AC\$6000	

Request for Qualifications Access Control, Surveillance and Monitoring Security System Page 10

		rage to	
Office Door	STB-3H-YYOTE - Stores Building	AC\$8000	

Site:

City of Antioch RV Park

Parameters:

Door	Control Panel		
Door Name	Control Panel ID	Control Panel Type	
RV Storage Gate Entry	THB-4Y-YY33F - City Of Antioch RV Storage	ACS300	
RV Storage Gate Exit	THB-4Y-YY33F - City Of Antioch RV Storage	ACS300	

Site:

Water Treatment Plant

Parameters:

Door	Control P	anel
Door Name	Control Panel ID	Control Panel Type
Gate	THB-XH-YYBVC - Water Treatment Plant	ACS300
City Hatt	Breezeway 22	CMIP1042-28M

City Hell	Breezeway 22	CMIP1042-28M
	Elevator 3rd floor 6	CMIP1042-28M
	North Breezeway/Flagpole 23	CMIP 1042-28M
	Rear North Conference 27	CMIP1042-28M
	Rear Parking West 29	CMIP7263NW-SZ
	Rear Parking east 30	CMIP1042-28
	Rear South Conference 26	CMIP1042-28M
	South Breezeway camera 24	CMIP1042-28M
Vo Vo	West North Parking 25	CMIP1042-28M
	west 3rd floor 7	CMIP1042-28M
City Han	2nd Floor Partition 8	Model CMIP 1042- 28M
	2nd floor counter 11	CMIP 1042-28M

Request for Qualifications Access Control, Surveillance and Monitoring Security System Page 12

		rage	
	2nd floor mid-west view 9	CMIP1042-28M	
	2nd floor elevator 10	CMIP1042-28M	
	Basement East Hallway 16	CMIP1042-28M	
	Cashier Front 15	CMIP1042-28M	
	Cashier Rear 2 20	CMIP1042-28M	
	Cashier Rear View 19	CMIP1042-28M	
	Cashier West View 18	CMIP1042-28M	
	City Hall Cash Box	CMIP7263NW-SZ	
	Interior Lobby doors 21	CMIP1042-28M	
	Roof PTZ 28	PTZIP514X25VMR	
	West Basement 17	CMIP1042-28M	
	West Doors 14	CMIP1042-28M	
	West North Parking 13	CMIP1042-28M	
Marina	Marina Bathroom Carn	ECI-T24F2	
	Marina Boat Launch	ECI-T24F2	
	Marina Dock A	CMIP1042-28M	
	Marina Dock B	CMIP1042-28M	
	Marina Fuel Dock #1	CMIP1042-28M	
	Marina Fuel Dock #2	CMIP1042-28M	
	Marina LPR	CMIP7923LPR-22 ECI-T24F2 CMIP1042-28M	
	Marina Launch Box		
	Marina New Bathroom North		
	Marina New Bathroom South	CMIP1042-28M	
	Marina North Gate	ECI-T24F2	
	Marina PTZ Parking Lot	PYZIP772X32VVIR	
	Marina PTZ Restaurant	PTZIP772X32WIR	
	Marina South Gate	CMIP1042-28M	
RV	Center looking north	CMIP1042-28	
	Entry/Exit Side View	CMIP1042-28	
	Front Center	Model: CMIP1042-21	
	Front Gate	CMIP1042-28	
	Front South Corner	CMIP1042-28	
	South Side Fence	CMIP1042-28	

EXHIBIT "B"

SCHEDULE OF SERVICES

[ATTACHED BEHIND THIS PAGE]

SCHEDULE OF SERVICES



CORPORATE ACCOUNTS GROUP 5130 Commercial Circle - Concord, CA 94520 P.O. Box 5140 - Walnut Creek, CA 94585-8140 Direct: (925) 293-6130 - Fax: (925) 608-4560 A Family Business Since 1946 Cell Lie ACO 28 Contractors Lic. #880138

www.blysfamt.com Sales: 1-800-610-1000 Service: 1-800-470-1000

SCHEDULE FOR PROJECT COMPLETION (from date of fully executed agreement):

Access System:

Contract Administration and Approval: 5 Days Installation Scheduling: 30 Days Installation of System: 25 Days

CCTV System:

Contract Administration and Approval: S Days installation Scheduling: 30 Days Installation of System: 23.5 Days

Intrusion System:

Contract Administration and Approval: 5 Days installation Scheduling: 30 Days Installation of System: 10.5 Days

PRICING:

Pricing available in a separate sealed envelope.

EXHIBIT "C"

COMPENSATION

The following pricing covers the installation fee. Monthly service charges are not included, and are as detailed in the Agreement, and in the Scope of Work attachments.



Gov City of Antioch Pricing Overview - PD Excluded

Ace	Account # Venue		Monthly Cost		Installation Cost (Prevailing .Wage)	
New		Access	\$	450.00	S	42,475.00
New		CCTV - 120 Days Storage	\$	250.00	\$	45,550,00
New		intrusion	\$	495.00	\$	34,075.00
			TOTAL: \$	1.195.00	\$	122,100,00

^{*}All systems owned by customer.

Agreement term 36 months, with customer option to renew for 24 additional months at no additional monthly cost.

^{*}Tax to be billed separately.

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):

Χ	Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on
	"occurrence" basis, including products and ongoing operations, property damage, bodily injury and
pers	sonal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate
	t applies, either the general aggregate limit shall apply separately to this project/location or the general
agg	regate limit shall be twice the required occurrence limit.
	0 (1 1 7 100 5 000004 7 001 7 7 7 7 7 7 7 7 7

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 i 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:					
Rid 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:

Performance Bond **Payment Bond**

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

Additional Insured Status and Primary/Non-Contributory Language: <u>X</u>

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.

ATTACHMENT "D"

FIRST AMENDMENT TO CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710)

THIS FIRST AMENDMENT TO THE AGREEMENT FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710) is entered into as of this 11th day of January, 2022, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch California 94509 ("City") and Bay Alarm Company (Bay Alarm), a California corporation with its principal place of business at 5130 Commercial Circle, Concord, CA 94520 & P.O. Box 8140, Walnut Creek, CA 94596 ("Contractor").

RECITALS

WHEREAS, on September 2, 2021, the City and Contractor entered into a Maintenance Services Agreement for the Integration of an Access Control, Surveillance and Monitoring Security System ("Agreement") in the amount not to exceed \$193,800 for the original term of the agreement, ending on June 30, 2024, plus the additional two-year option term; and

WHEREAS, the Agreement provides for integration of an access control, surveillance and monitoring security system for the following City facilities: City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center and the Marina, as detailed in Exhibit "A" of the Agreement and the attachments thereto; and

WHEREAS, the City would like to expand the integration of the access control, surveillance and monitoring security system to include the Antioch Police Department facilities, including the main police stations and substation, for an additional amount not to exceed \$667,500 for the initial term of the Agreement, including equipment purchase, installation and maintenance; and \$37,200 for maintenance services during the additional two year option term, for a total not to exceed amount of \$704,700.

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

- 1. Section 3.1.1 of the Agreement, "General Scope of Services" shall be amended, in its entirety, to read as follows:
 - 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 work and services required for integration of an access control, surveillance and monitoring security system and any related

services and warranty work for City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center and the Marina; and in addition for the Police Department facilities, including the main police stations and substation, all as necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and the attachments thereto. 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.

- 2. Section 3.3.1 of the Agreement, "Compensation" shall be amended, in its entirety, to read as follows:
 - 3.3.1 <u>Compensation</u>. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" and "C" attached hereto and incorporated herein by reference. Rates for the installation and purchase of Equipment, as defined in Section 3.3.6 below, and maintenance services for the Police Department facilities, including the main police stations and substation ("Police Department Facilities") are set forth in Exhibit "A".

The total compensation shall not exceed \$898,500, without written approval of City's Deputy Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:

- a. Installation and purchase of the Equipment, excluding the Police Department Facilities: One Hundred Twenty-Two Thousand, One Hundred Dollars (\$122,100).
- b. Monthly service charges, excluding Police Department Facilities: One Thousand, One Hundred Ninety-Five Dollars (\$1,195) per month, for sixty (60) months, for a total not to exceed amount of Seventy-One Thousand, Seven Hundred Dollars (\$71,700).
- c. Purchase, installation, and six months of maintenance of the Equipment for the Police Department Facilities in the initial year: Six Hundred, Thirty Thousand, Three Hundred Dollars (\$630,300).
- d. Monthly service charges for the Police Department Facilities: One Thousand, Five Hundred Fifty Dollars (\$1,550) per month, for forty-eight (48) months, for a total not to exceed amount of Seventy-Four Thousand, Four Hundred Dollars (\$74,400).

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. Exhibit "A" of the Agreement, "Scope of Services", shall be amended to include the additional equipment, work and services required to expand integration of the access control, surveillance and monitoring security system to the Police Department Facilities, including maintenance thereof, as set forth in Exhibit A attached to this First Amendment and incorporated herein by reference.
- 4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
- 5. The recitals set forth above are true and correct and are incorporated into this First Amendment as if fully set forth herein.
- **6.** This First Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
- 7. This First Amendment may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

SIGNATURE PAGE TO FIRST AMENDMENT TO CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710)

CITY OF ANTIOCH	BAY ALARM COMPANY.		
By: Cornelius Johnson Interim City Manager	By:		
ATTEST:			
Elizabeth Householder, City Clerk of the City of Antioch			
APPROVED AS TO FORM:	s:		
Thomas Lloyd Smith			



The Scope of Work shall include the Police Department facilities, for the main police stations and substation, including purchase, installation and maintenance of Equipment, as follows:

Gov City of Antioch Pricing Overview - Antioch Police Department

Account#	Venue	Scope of Work	Full Service/Time & Materials (T&M) Service		nthly ost	Installation Cost (Prevailing Wage)
New	Main Station - CCTV	Add 7 Servers totaling 1328TB storage with 730 days continuous recording and 120 days recording backup. System will include 53 indoor and outdoor 4MP turret cameras and 2 3MP PTZ cameras as designated by PD. The system will also include 9 discreet 2.1MP vandal dome cameras and 21 speakers located throughout the interview rooms and jail. Spot monitoring available for all cameras.	T&M	\$	350	\$ 313,500
New	Wall Station - CCTV	Add software based Master Station located in Dispatch controlling 65	I GUVI	_		0.0,000
New	Main Station - Intercom - Dispatch	intercom doors.	Full Service	\$	650	\$ 160,700
New	Main Station - Intercom - Front Door	Add 1 Door Station (Front Door) and 2 User Stations (Front Lobby and Dispatch) Add 50 Bluetooth Access Card Readers including 2 Outdoor Gate Readers (400 Access Cards also Included).	Full Service	\$	50 250	\$ 5,375 \$ 112,225
New	Main Station - Access Control - Bluetooth Readers Main Station - Intrusion	Add 1 Alarm Control Panel, Cellular Communication, 1 Keypad, 6 Hardwired Entry/Exit Door Contacts, 2 Hardwired Glassbreak Detectors and 2 Hardwired Overhead Door Contacts. DMP App for remote arm/disarm also included.	Full Service	\$	75	
New	PD Substation - Access Control - Bluetooth Readers	Add 14 Bluetooth Access Card Readers including 3 Outdoor Gate Readers (100 Access Cards also Included).	Т&М	\$	100	\$ 19,550
New	PD Substation - Intrusion	Add 1 Alarm Control Panel, Cellular Communication, 1 Keypad, 8 Wireless Door Contacts and 6 Wireless Motion Detectors. DMP App for remote arm/disarm also included.	Full Service	\$	75 1,550	

^{*}All systems owned by customer.

Install & 6 Mth Mnt (Year 1): \$ 9,300 \$ 630,300

Annual Mnt: \$ 18,600

^{*}Agreement term 36 months, with customer option to renew for 24 additional months at no additional monthly cost.

^{*}Tax to be billed separately.

^{*}All pricing includes prevailing wage labor.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney 745

SUBJECT: AB 361: Resolution Making Findings Necessary to Conduct Brown

Act Meetings by Teleconference for the City Council, Boards,

Commissions, and Committees

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution Authorizing Remote Teleconference/Virtual Meetings of the Legislative Bodies of the City of Antioch.

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

The City of Antioch has utilized teleconference technology for some time, and since the State of Emergency is still in effect and state and local health officials are still recommending measure to promote social distancing (as described in the attached Resolution), the City's legislative bodies can continue to meet while providing access to the public via teleconference. This resolution makes the findings required by AB 361, and would apply Citywide – i.e., not just to the City Council but to all City commissions and committees subject to the Brown Act as well. Staff requests passage of the attached resolution, which enables "hybrid meetings" including in-person and teleconference public participation or virtual meetings via teleconference for the City Council, Boards, Commissions, and Committees.

Under this resolution, City Council, commissions, boards, and committees can continue holding virtual meetings or hybrid meetings in compliance with the following more flexible standards:

 The City is not required to provide a physical location for the public to attend or provide comments.



- Public to access to the meeting via a call-in or an internet-based service option must be allowed, but the City is not required to have members of the public attend at each teleconference location.
- The City is only required to notice and post agenda in accordance with the Brown Act provisions for in-person meetings. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.
- When notice of the time of the teleconferenced meeting given or the agenda for the meeting is posted, the City shall also give notice of means by which members of the public may access the meeting and offer public comment.
- The City must provide an opportunity for the public to address the it and offer comment in real time and cannot require all public comments to be submitted in advance of the meeting.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH MAKING THE REQUIRED FINDINGS TO AUTHORIZE REMOTE TELECONFERENCE/VIRTUAL MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF ANTIOCH FOR A PERIOD OF THIRTY DAYS PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the City of Antioch is committed to preserving and nurturing public access and participation in public meetings under the Ralph M. Brown Act;

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), such that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;

WHEREAS, as recently amended by AB 361, Government Code section 54953(e) of the Brown Act makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, it is further required that state or local officials have recommended or imposed measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, such conditions now exist in the City; specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency, and such proclamation remains in effect and has not been rescinded or cancelled;

WHEREAS, Cal-OSHA's Emergency Temporary Standards include measures to promote social distancing, such as (1) requiring employers to provide training as to "the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19"; (2) requiring employees, when eating or drinking, to be "at least six feet apart"; and (3) requiring certain employees without face coverings to "be at least six feet apart from all other persons unless the unmasked employee is either fully vaccinated or tested at least weekly for COVID-19";

WHEREAS, the Sacramento County Public Health Officer's Order, dated July 29, 2021, requires unvaccinated person to follow all CDC guidance for unvaccinated people, which, in turn, requires people to stay six feet away from others:

WHEREAS, the City Council does hereby find that all of the legislative bodies of the City shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City will provide live call-in and/or internet service-based option for remote public participation and will provide notice for such participation in the agendas posted in advance of the meetings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. <u>Findings</u>. The City Council hereby finds that, as set forth above, due to the novel coronavirus there has been declared a State of Emergency by the Governor of the State of California and that state and local officials are recommending or imposing measures promote social distancing.

Section 3. Remote Teleconference Meetings. The City Manager is hereby authorized and directed to take all actions necessary to conduct open and public meetings for all the legislative bodies of the City in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall be effective immediately upon its adoption and shall remain in effect until the earlier of 30 days from the effective date of this Resolution, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of January, 2022 by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER
	CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of January 11, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Zoe Merideth, Senior Planner W For 27

APPROVED BY:

Forrest Ebbs, Community Development Director

SUBJECT:

Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17)

RECOMMENDED ACTIONS

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

- 1. Adopt the resolution certifying the Wild Horse Multifamily Project Environmental Impact Report (EIR).
- 2. Adopt the resolution approving the Wild Horse Multifamily Project General Plan Amendment (GP-20-03) changing the land use designation from Low Density Residential to High Density Residential.
- 3. Introduce, waive the first reading, and read by title only the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-20-01).
- 4. Adopt the resolution approving a Vesting Tentative Map, Final Development Plan, and Design Review, subject to conditions of approval (PD-20-01, AR-21-17).

FISCAL IMPACT

All improvements and infrastructure necessary to facilitate development will be funded by the applicant and ongoing funding mechanisms will be established to address costs related to maintenance of the project. The project is required to annex into a CFD for the purposes of financing police services. The project will also generate property tax revenue.

DISCUSSION

Project Overview and Requested Approvals

The applicant, CCP-Contra Costa Investor, LLC, is seeking approval of an EIR Certification, General Plan Amendment, Rezone to Planned Development District, Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17). The project site is located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 and is identified as Assessor Parcel Number (APN) 041-022-003.

The 11.72 acre project site is triangular in shape and located in the eastern portion of the City. The project site is located at the terminus of Wild Horse Road, between Le Conte Circle and SR 4. The project site abuts SR 4 to the east, residential development to the west and the Contra Costa Canal and the Contra Costa Water District's Pumping Plant 4 to the south. The Wild Horse Road extension, which was recently constructed, but not yet open is located in the southern portion of the site. The project site is largely below the grade of SR 4 and the neighboring subdivision. The site is primarily covered with annual grasslands. There are no trees or natural drainages present onsite; however, there is a man-made circular depressional area that makes up a detention basin located at the northern end of the site.



The proposed project consists of a multifamily residential development with 126 units on approximately 10.4 acres of the site, resulting in a net density of 12.1 dwelling units per acre. The proposed multifamily residential development would consist of 25 residential buildings each with two to eight units. The applicant has not provided specific architecture or floor plans for the units but has stated in the project description that the units would range in size from approximately 1,120 to 1,900 square feet and contain two to four bedrooms and two to three and a half bathrooms. Each unit would also include a two car attached garage. The proposed design guidelines for the project would allow buildings to be three stories tall with a maximum height of 45 feet.

The proposed project would also include onsite surface parking, landscaping managed by a homeowner's association, utility improvements, and approximately 1.6 acres of usable open space. The applicant submitted project specific design guidelines that are part of the design review request.

The applicant is requesting the following approvals:

- 1. The Wild Horse Multifamily Project Environmental Impact Report. The City Council must certify the EIR and adoption of the findings of fact and statement of overriding considerations and mitigation monitoring and reporting program prior to acting on the other resolutions for the project.
- 2. General Plan Amendment. The project requires approval of a General Plan Amendment to amend the land use designation for the project site from Low Density Residential to High Density Residential.
- 3. Rezone to Planned Development District. The applicant requests approval of a rezone of the site from Planned Development District (PD) to Planned Development District (PD-20-01).
- 4. Final Development Plan. Approval of a Final Development Plan goes hand in hand with the rezoning described above. The Final Development Plan and the PD District effectively become the Zoning Code for the project area. In this case, the Final Development Plan would allow for the construction of a multifamily residential project at the site.
- 5. Vesting Tentative Subdivision Map. The proposed project requires approval of a Tentative Subdivision Map for condominium purposes.
- 6. Design Review. Design review of the project's landscaping plan and the project specific Design Guidelines.

Environmental

An EIR was prepared for this project in accordance with the California Environmental Quality Act (CEQA). A Notice of Preparation (NOP) for the Draft EIR was released for a 30-day review on May 21, 2021. The NOP was originally planned to circulate for a 30-day public review and comment period, ending on June 21, 2021. However, the California Department of Fish and Wildlife (CDFW) requested a 1.5 week extension of the public review and comment period. The public review and comment period was extended through the State Clearinghouse until July 2, 2021, resulting in a 41-day public review period. A Notice of Availability (NOA) of the Draft EIR was distributed and the Draft EIR was sent to the State Clearinghouse for distribution on August 30, 2021 for the 45-day public review period. The Draft EIR was published on the City's website at: www.antiochca.gov/environmentaldocs. Due to the State and Contra Costa County's Shelter-in-Place orders, some publicly accessible locations to review the Draft EIR were closed. Consistent with the Governor's Executive Order, posting materials on the City's website is adequate. Documents were also available at City Hall.

A Final EIR has also been prepared and is located on the City's website at the link above.

Findings of fact and the statement of overriding considerations for the EIR and a Mitigation Monitoring and Reporting Program (MMRP) have been prepared and are included in the Resolution certifying the EIR (see Exhibit A to Attachment A for the MMRP).

The Planning Commission recommended certification of the EIR, adopting findings of fact and statement of overriding considerations, and adopting the MMRP at the December 1, 2021 meeting with a vote of 6-0, with one member absent.

Background

In early 2019, the applicant submitted an application for a single-family development with 47 homes. Staff expressed concerns that the small size of the lots and homes did not meet the General Plan's development requirements, including 6,000 square foot lot sizes. Staff encouraged the applicant to investigate a multifamily product that could allow for greater development flexibility on the constrained site, even though a General Plan Amendment would be necessary. The applicant decided to redesign the development into a Planned Development multifamily product.

The Antioch Municipal Code § 9-5.2307 requires an applicant to submit a preliminary development plan application for any proposed Planned Development project that includes a residential component. The applicant subsequently submitted the required preliminary development plan application. The application was heard at the May 20, 2020 Planning Commission meeting. In the staff report, staff offered a number of suggested changes to the submitted application, including redesigning the project to create a ring road design that featured alleyways; better distributing guest parking in the site, and removing buildings 21 and 22 from the south side of the future Wild Horse Road. The

applicant considered the recommendations and amended the proposed plan. The applicant then submitted the required Planned Development application and other entitlements discussed above. The staff report and meeting minutes from the Planning Commission are included as Attachment G.

<u>ANALYSIS</u>

General Plan, Zoning, and Land Use

The General Plan designation for the property is Low Density Residential, which allows up to four dwelling units per gross developable area. This designation only allows single family detached homes and does not allow multifamily attached products. General Plan section 4.4.1.1 states that developable acreage is land that is not encumbered by dedications of easements or rights-of-way, such as the offer of dedication for Wild Horse Road. Due to the General Plan requirements, the property's developable land is less than the 11.72 acres. The Wild Horse Road dedication totals 1.64 acres, making the total developable area 10.08 acres. Therefore, a General Plan Amendment is necessary to change the General Plan designation to High Density Residential. This designation allows up to 35 dwelling units per gross developable area and multifamily attached products.

Staff is supportive of this General Plan Amendment request. The site is relatively small at 10.08 developable acres, which would allow the development of 40 single family homes under the current Low-Density Residential designation. The General Plan 4.4.1.1 states that Low Density residential areas are "typically located on gently rolling terrain with no or few geological or environmental constraints." The project site is triangular, located below the grade of and immediately adjacent to Highway 4 and will have Wild Horse Road bisecting the southern portion of site. These constraints do not lend themselves to developing single family homes. Staff believes the multifamily product will create a transition between the freeway and the existing single-family homes to the west. The multifamily product allows for a variety of development configurations that can overcome the grade changes, triangular shaped parcel, and limited development area of the project site.

The zoning designation for the site is Planned Development (PD-86-3.1). This property was rezoned in 1987 when it was still part of the neighboring Nelson Ranch property. Since the original Planned Development, the Nelson Ranch subdivision was developed with the final phase of homes under construction now. The Nelson Ranch subdivision went through multiple Final Development Plan approvals, which did not include the subject property. Therefore, the site was zoned Planned Development, but development and zoning standards were never established for this property. This development application would rezone the property to a new Planned Development district, which is a zone that encourages flexibility in design and the development of land. The new Planned Development zoning district would establish project specific standards for the proposed townhome development. The standards are provided in the draft ordinance in Attachment C Exhibit A.

The surrounding land uses and zoning designations are noted below:

South: Contra Costa Water District Pumping Plant 4 and Contra Costa Canal /

Planned Development (PD) and Specific Plan (S-P)

West: Single Family Homes - Nelson Ranch/Monterra Subdivision / Planned

Development (PD)

East: SR 4 / Planned Development (PD)

Site Plan and Circulation

The proposed project would be accessed via the north side of the newly built Wild Horse Road extension. The area of the project site to the south of the Wild Horse Road extension is proposed to be landscaped. The project features one large drive entrance that branches into a looped road, with one side called Street 'A' and the other side called Street 'B'. The proposed streets would be 26 feet wide to allow for emergency vehicle access. On the outside and inside of the looped road, the project's 25 residential buildings, each with two to eight units, would be located. In the middle of the looped road would be six residential buildings and a small, centrally located park feature to serve the community. The park is discussed in more detail below.

Along the looped streets are pockets of parking for guest parking. The proposed project includes 45 guest parking spaces. The Antioch Municipal Code § 9-5.1703.1 requires one guest parking space per five units, which for this project would equal 26 spaces. The vehicular access for each unit is provided via alleyways off the looped street. Each alleyway features the multifamily buildings on either side. Each unit's garage would face onto the alleyway. The front of the buildings face onto landscaped paseos, which feature paved pathways lined with trees and landscaping and at least 30 feet wide. The paseo provides a pathway to each individual unit.

The northern most portion of the site includes the project's bioretention basin for stormwater control. The eastern and western edges of the site feature retaining walls to accommodate the residential development. On the western property line, the walls are proposed to be stepped to accommodate the steep grade. The slopes are proposed to be landscaped.

The project plans and description are included as Attachment E.

Traffic Study

The City's General Plan contains a Circulation Element, which contains policy 7.3.2.h that states, "Require traffic impact studies for all new developments that propose to increase the approved density or intensity of development or are projected to generate 50 peak hour trips or more at any intersection of Circulation Element roadways." As required in the General Plan, the traffic impact study evaluates the Level of Service (LOS) at the

study intersections. LOS is a measure of how freely traffic moves and how much vehicle delay there is. LOS is designated A through F, with LOS A representing free-flowing conditions and LOS F representing severe congestion.

Historically, the traffic study and mitigations related to LOS have been included in the project's CEQA document, as allowed by CEQA Guidelines and the City's General Plan. On December 28, 2018, the California Office of Administrative Law cleared the revised CEQA Guidelines for use. Among the changes to the guidelines was removal of vehicle delay and LOS from consideration under CEQA. With the adopted guidelines, transportation impacts are to be evaluated based on a project's effect on Vehicle Miles Traveled (VMT). Lead agencies were required to use the new guidelines starting July 1, 2020. Therefore, this project's EIR only includes an evaluation of VMT and a standalone traffic study evaluates LOS. The traffic study is available at the following link: https://www.antiochca.gov/fc/community-development/planning/Wild-Horse-Multifamily-Project/rpt wild horse townhome tia 20210514.pdf

The traffic study aides the City in determining compliance with the policies found in the General Plan. The Circulation Element contains policy 7.3.2.d. Vehicular Circulation Policies, which states, "Where feasible, design arterial roadways, including routes of regional significance, to provide better service than the minimum standards set forth in Measure C and the Growth Management Element. Thus, where feasible, the City will strive to maintain a "High D" level of service within regional commercial areas and at intersections within 1,000 feet of a freeway interchange. The City will also strive where feasible to maintain Low-range "D' in all other areas of the City, including freeway interchanges."

The project's traffic study analyzed the following conditions at seven intersections around the project site:

- · Existing Conditions (adjusted)
- Opening Year (2023) with and without project conditions
- 2040 with and without project conditions

The traffic study concluded that under all conditions, each study area is forecast to operate at an acceptable LOS of C or better. Therefore, the increase in traffic volumes attributable to the project is not anticipated to result in any adverse conditions on the existing circulation system. The project meets the General Plan policies and does not create an LOS issue.

Design Review

In lieu of proposing specific designs and architecture for the residential buildings at this time, the applicant has prepared a Design Guidelines Booklet (see Attachment F). The intent of the Design Guidelines and Development Standards is to customize the City of Antioch's Residential Design Guidelines for the proposed project. These Guidelines,

conceptualized with architectural massing, building materials, development standards, and architectural styles, are to be used in place of the Citywide Design Guidelines in evaluating the future design of the multifamily buildings. Future Design Review submittals will be reviewed against the project's Design Guidelines to ensure that the design of the development would be consistent.

The Planned Development rezone process requires that City Council adopt an ordinance with specific development standards that function as the zoning standards for the property. The Design Guidelines submitted by the applicant include development standards for the project. Generally, staff incorporated the applicant's development standards into the proposed ordinance (see Attachment C Exhibit A). The most notable change to the proposed development standards that staff has recommended in the ordinance is to maintain a 10 foot front landscaping setback along Wild Horse Road. The current development standards proposed by the applicant allow a 1.7 foot building encroachment into the front setback and a 7.1 foot alley encroachment into the front setback, this would only leave 2.9 feet of landscaping along parts of Wild Horse Road. This is not consistent with the City's zoning standards or the setbacks required in other projects. While the Planned Development district allows some flexibility with the zoning standards, staff does not believe that there is a reason to reduce the front landscaping setback for a new development to less than what other similar developments are required to maintain.

The proposed project would include one of four types of architectural styles: Spanish, Craftsman, Farmhouse, or Contemporary. Regardless of the architectural style chosen, unique architectural elements would be incorporated and would be required to meet the project's design guidelines, the City's architectural design requirements, and be subject to Design Review prior to the issuance of a building permit. The four potential architectural style options for the proposed project are described below:

- Spanish Style. Design characteristics are generally identified as low-pitched hipped or gable roof, S-tile or villa tile roof material, smooth finish or very little texture stucco, window shutters, and exposed wood posts and beams.
- Craftsman Style. Design characteristics are generally identified as low-pitched hipped or gable roof, wide-overhanging eaves, emphasis on horizontal lines, board and batten or clapboard siding with various course exposures, decorative beams or braces commonly added under gables, porches that cover the length of the front elevation and often wrap onto side elevations, and stone and/or brick veneer is often used at the lower portion of the elevation.
- Contemporary. Design characteristics are generally identified as minimal ornamentation, use of strong, organized, geometric forms and massing, juxtaposition of different, and sometimes contrasting materials, use of natural textures such as wood, metal and stone, and austere elevations with high contrast in areas of entry or interest.

Farmhouse. Design characteristics are generally identified as variable size entry porch with style specific detailing, prominent gable roof forms with occasional use of hip roof forms, horizontal siding with various exposures, vertical proportioned windows, steep gable roof pitches, and wide entry porch with separate shed roof and minimal detailing.

Open Space, Private Park, Landscaping

The proposed project would include approximately 1.6 acres of usable open space that would serve as a gathering places for the community. Buildings would be oriented to create paseos with usable open space areas. The paseos would include entry arbors, paved pathways lined with trees, shrubs, and ground cover. The private park in the middle of the site would include both active and passive recreational opportunities including a lawn, green landscaped areas, children's play equipment, four pedestal picnic tables, including two pedestal picnic tables in compliance with the American Disabilities Act, and grills.

Section 9-4.1011 of the Antioch Municipal Code requires that at the time of the review of the tentative subdivision map, the Parks and Recreation Commission shall determine, after a report and recommendation from the City Engineer/Director of Public Works, the land to be dedicated and/or the fees to be paid by the subdivider. The recommendation by the City Engineer/Director of Public Works and the action of the Parks and Recreation Commission shall be forwarded to the Planning Commission.

On October 21, 2021, the Parks and Recreation Commission adopted a resolution that recommended to the Planning Commission acceptance of park-in-lieu fees in the amount of \$119,700 to meet the park land obligation of the project. The Parks and Recreation Commission accepted this recommendation. The recommendation has been included as a recommended condition of approval in the project resolution. Other recommended conditions of approval are also included. One is that the private park shall meet all the City's Park design standards current at the time of park construction. The recommendation to use the City's park design standards allows the City to take over maintenance of the private park in the unlikely event the HOA is dissolved. A second recommendation is that the specific park design come back to the Parks and Recreation Commission for review and approval before the issuance of a building permit. These recommendations have been incorporated as recommended conditions of approval for the project. (The resolution and meeting minutes are included as Attachment H).

The design guidelines developed for the proposed project also include landscaping development standards as it relates to the site entries, spacing and sizing, plant maintenance, and irrigation.

In addition to the landscaping development standards proposed in the project's design guidelines, the applicant also included preliminary landscaping plans. The design review approval for the project will include approval of these plans. A recommended condition of

approval is for the applicant to submit final, detailed landscaping plans at the time the design review for the multifamily buildings is submitted. According to the preliminary landscape plan prepared for the proposed project, landscaped areas would feature large trees, small trees, and shrubs and ground cover areas. The shrubs and ground cover plant palette features different plant selections broken into different calendars: large shrubs, medium shrubs, grasses, paseo and park ground covers, hillside ground covers, and bioswale plants. Some of the plants in the plant palette include California wild lilac, California wild rose, olive trees, and eastern redbud trees. All plant materials for the landscaping plan would be selected from the California Department of Water Resources "Water-Use Classification of Landscape Species" and would emphasize water-efficient plants. A bioretention basin would be located in the northern corner of the proposed project, trees would line the private streets and property boundaries, and the Paseos would include trees, shrub, and ground cover areas. Entrances, walls, and fences would be landscaped to provide buffers for security and privacy.

The preliminary landscaping plans detail arbor entries for the paseos and an entry monument sign. The paseo arbor features ledgestone on the base with a wooden arbor archway. The entryway features the same ledgestone, a stucco finish, and a solid metal lettering.

The preliminary landscaping plans also include landscaping along Wild Horse Road. The plans show a mix large trees and ground cover. A recommended condition of approval requires the project developer to fully landscape the Wild Horse Road extension to the satisfaction of the City Engineer prior to the issuance of the first building permit.

Planning Commission Meeting

At the December 1, 2021 Planning Commission meeting, the Planning Commission discussed the information provided in the staff report. The applicant gave a presentation. The Planning Commission recommends that the City Council approve the project with the added condition of approval on the Vesting Tentative Map, Final Development Plan, and Design Review resolution that the project shall use non-invasive, drought tolerant plants. The vote was 6-0 with one member absent.

Since the Planning Commission meeting, the applicant and staff have worked with the applicant to clarify the language in two conditions of approval (P.4 and P.5) in the Vesting Tentative Map, Final Development Plan, and Design Review resolution. Engineering staff revised the conditions to add clarifying language to the conditions, but the requirements of the conditions have not changed.

ATTACHMENTS

- A. Resolution Certifying the Wild Horse Multifamily Project EIR Exhibit A: Mitigation, Monitoring, and Reporting Program
- B. General Plan Amendment Resolution
- C. Planned Development Ordinance Exhibit A: Legal Description
- D. Resolution Approving the Vesting Tentative Map, Final Development Plan, and Design Review for the Project
- E. Project Plans and Description
- F. Project Design Guidelines
- G. Preliminary Development Plan Planning Commission Meeting Staff Report and Minutes (May 20, 2020)
- H. Parks and Recreation Commission Resolution and Meeting Minutes (October 21, 2021)
- 1. Contra Costa County Fire Protection District Letter (December 23, 2020)

ATTACHMENT A

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE WILD HORSE MULTIFAMILY PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MEASURES AND A MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, the City of Antioch (City) received an application from CCP-Contra Costa Investor, LLC (Applicant), seeking approval of the following: EIR Certification, General Plan Amendment, Rezone to Planned Development District, Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17);

WHEREAS, the project site consists of an approximately 11.72 acre parcel located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN) 041-022-003 and has a General Plan designation of Low Density Residential;

WHEREAS, the proposed project consists of development of 126 multifamily homes and associated improvements. The proposed project improvements would include, but would not be limited to, parking, landscape, utility infrastructure, and open space;

WHEREAS, the City, as lead agency under the California Environmental Quality Act (CEQA), has completed the Final Environmental Impact Report (Final EIR or EIR) for the proposed project;

WHEREAS, this document contains the City's certification of the EIR, its CEQA findings, and its statement of overriding considerations supporting approval of the proposed project considered in the EIR. The Final EIR has State Clearinghouse No. 2021050430;

WHEREAS, a Draft Environmental Impact Report (Draft EIR) was released for a 45-day public and agency review on August 30, 2021. The Draft EIR assesses the potential environmental effects of implementation of the proposed project, identifies means to eliminate or reduce potential adverse impacts, and evaluates a reasonable range of alternatives to the proposed project; and

WHEREAS, the Final EIR comprises the Draft EIR together with one additional volume that includes the comments on the Draft EIR submitted by interested public agencies, organizations, and members of the public; written responses to the environmental issues raised in those comments; revisions to the text of the Draft EIR reflecting changes made in response to comments and other information; and other minor

changes to the text of the Draft EIR. The Final EIR is hereby incorporated in this document by reference.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, as follows:

CERTIFICATION OF THE FINAL EIR

The City Council of the City of Antioch (City Council) certifies that it has been presented with the Final EIR and that it has reviewed and considered the information contained in the Final EIR prior to making the following findings.

Pursuant to CEQA Guidelines Section 15090 (Title 14 of the California Code of Regulations, Section 15090) the City Council certifies that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines, and the City Council certifies the Final EIR for the proposed project.

The City Council further certifies that the Final EIR reflects its independent judgment and analysis.

FINDINGS

Having received, reviewed, and considered the Final EIR and other information in the record of proceedings, the City Council hereby adopts the following findings in compliance with CEQA and the CEQA Guidelines:

- Part 3.1: Findings regarding environmental effects of the proposed project which are considered unavoidable significant impacts.
- Part 3.2: Findings regarding environmental effects evaluated in the Final EIR which can be avoided or substantially lessened to less than significant levels with implementation of the identified mitigation measures.
 - Part 3.3: Findings regarding environmental effects found to be less than significant.
 - Part 3.4: Findings regarding environmental impacts found to be beneficial.
- Part 4: Findings regarding considerations that make alternatives analyzed in the Final EIR infeasible.
 - Part 5: Statement of Overriding Considerations.

The City Council certifies that these findings are based on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings, concerning the environmental issues identified and discussed in the Final EIR. The City Council adopts the findings and the statements in Parts 3.1, 3.2, 3.3, 3.4, 4, and 5 for the proposed project.

In addition to the findings regarding environmental impacts and mitigation measures, Part 6, below, identifies the custodian and location of the record of proceedings, as required by CEQA.

Part 7 describes the Mitigation Monitoring and Reporting Program (MMRP) for the proposed project. As described in Part 7, the City Council hereby adopts the MMRP as set forth in Exhibit A to these findings.

1.0 INTRODUCTION

1.1 PURPOSE

This statement of Findings of Fact addresses the environmental effects associated with the Wild Horse Multifamily Project located in Antioch, California. These Findings are made pursuant to the CEQA under Sections 21081 and 21081.6 of the Public Resources Code and Sections 15091 of the CEQA Guidelines, Title 14, Cal. Code Regs. 15000, et. seq. The potentially significant impacts were identified in both the Draft EIR and the Final EIR, as well as additional facts found in the complete record of proceedings.

Public Resources Code 21081 and Section 15091 of the CEQA Guidelines require that the lead agency prepare written findings for identified significant impacts, accompanied by a brief explanation for the rationale for each finding. The City of Antioch is the lead agency responsible for preparation of the EIR in compliance with CEQA and the CEQA Guidelines. Section 15091 of the CEQA Guidelines states, in part, that:

- a. No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - 1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
 - 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - 3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

In accordance with Public Resource Code 21081 and Section 15093 of the CEQA Guidelines, whenever significant impacts cannot be mitigated to a level below significance, the lead agency is required to balance, as applicable, the benefits of the proposed project against its unavoidable environmental risks when determining whether

to approve the proposed project. If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable." In that case, the decision-making agency may prepare and adopt a Statement of Overriding Considerations, pursuant to the CEQA Guidelines.

Section 15093 of the CEQA Guidelines states that:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the proposed project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
- (b) When the lead agency approves a proposed project, which will result in the occurrence of significant effects which are identified in the Final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the proposed project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091. As required by CEQA, the City, in adopting these findings, also adopts a Mitigation Monitoring and Reporting Program for the proposed project. The City finds that the Mitigation Monitoring and Reporting Program, which is incorporated by reference and made a part of these findings, meets the requirements of Section 21081.6 of the Public Resources Code by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the proposed project.

The Final EIR for the proposed project identified potentially significant effects that could result from project implementation. However, the City Council finds that the inclusion of certain mitigation measures as part of the project approval will reduce most, but not all, of those effects to less than significant levels. Those impacts that are not reduced to less than significant levels are identified and overridden due to specific project benefits in a Statement of Overriding Considerations.

In accordance with CEQA and the CEQA Guidelines, the City Council adopts these findings as part of its certification of the Final EIR for the proposed project. Pursuant to Section 21082.1(c)(3) of the Public Resources Code, the City Council also finds that the Final EIR reflects the City's independent judgment as the lead agency for the proposed project.

1.2 ORGANIZATION AND FORMAT OF FINDINGS

Section 1.0 contains a summary description of the proposed project and background facts relative to the environmental review process. Section 2.0 discusses the CEQA finding of independent judgment. Section 3.0 identifies the impacts of the proposed project that were studied in the EIR. Section 3.1 of these Findings identifies the significant impacts of the proposed project that cannot be mitigated to a less than significant level, even though all feasible mitigation measures have been identified and incorporated into the proposed project.

Section 3.2 identifies the potentially significant effects of the proposed project that would be mitigated to a less than significant level with implementation of the identified mitigation measures. Section 3.3 identifies the proposed project's potential environmental effects that were determined not to be significant and, therefore, do not require mitigation measures. Section 4.0 discusses the feasibility of project alternatives. Section 7.0 discusses findings with respect to mitigation of significant adverse impacts, and adoption of the MMRP.

1.3 SUMMARY OF PROJECT DESCRIPTION

The proposed project involves the construction of 126 new multifamily units on the project site and associated open space, roadway, and utility improvements. The multifamily residential units would range in size from approximately 1,120 square feet to approximately 1,900 square feet and contain 2 to 4 bedrooms and 2 to 3.5 bathrooms. The proposed multifamily residential development would consist of 25 residential buildings each with 2 to 8 units.

Each of the residential units would include a two-car attached garage. The proposed project would include approximately 1.6 acres of usable open space that would serve as a central gathering place for the community. Buildings would be oriented to create courtyards and usable open space areas. The shared open space would include both active and passive recreational opportunities including a lawn, green landscaped areas, children's play equipment, picnic tables, and grills. A bioretention basin would be located in the northern corner of the project site. Landscaped areas would include trees lining the private streets and property boundaries, and would include Paseos landscaped with trees, shrubs, and ground cover areas. Entrances, walls, and fences would be landscaped to provide buffers for security and privacy. Community features such as plazas, interactive water features, and community gardens would be included.

Refer to Chapter 2.0, Project Description, of the Draft EIR for a complete description of the proposed project.

1.4 PROJECT OBJECTIVES

CEQA states that the statement of project objectives should be clearly written and define the underlying purpose of the proposed project, in order to permit the development of a reasonable range of alternatives and aid the Lead Agency in making findings.

As provided by the project sponsor, the objectives of the Wild Horse Multifamily Project are to:

- To help the City of Antioch provide its fair share of housing, and help alleviate a regional housing shortage, by providing an alternative housing type and sizes which can meet the needs of a variety of different and growing household sizes.
- To provide onsite amenities and recreational opportunities, such as a community park.
- To provide housing near major transportation and regional trails connections, with increased land use intensities near regional transportation connections.
- To create a community that is family friendly or that could accommodate senior residents.
- To implement the County's Growth Management Program by providing for urban development within the Contra Costa County Urban Limit Line.
- To contribute to the City of Antioch's economic and social viability by creating a community that attracts investment and positive attention.

1.5 ENVIRONMENTAL REVIEW PROCESS

Initial Study: To determine the number, scope and extent of environmental issues, the Notice of Preparation (NOP) of the Draft Environmental Impact Report was circulated for public review. The NOP for the Draft EIR was submitted on May 21, 2021. The NOP was originally planned to circulate for a 30-day public review and comment period, ending on June 21, 2021. However, the California Department of Fish and Wildlife (CDFW) request a 1.5 week extension of the public review and comment period. The public review and comment period was extended through the State Clearinghouse until July 2, 2021, resulting in a 41-day public review period.

A total of six written comments on the NOP were received by the City and were considered during preparation of the EIR. Copies of the NOP and comment letters received are included in Appendix A of the Draft EIR.

Draft EIR: In accordance with the requirements of CEQA and the CEQA Guidelines, a Draft EIR was prepared to address the potential significant environmental effects associated with the proposed project identified during the NOP process. Based on the NOP and Initial Study scoping process, the EIR addressed the following potential significant environmental issues:

Transportation

The Draft EIR was released for public and agency review 45-day period, from August 30, 2021, to October 13. During the Draft EIR public review period, the City received zero comment letters.

Final EIR: Section 15088 of the CEQA Guidelines requires that the Lead Agency responsible for the preparation of an EIR evaluate comments on environmental issues and prepare a written response addressing each of the comments. The intent of the Final EIR is to provide a forum to address comments pertaining to the information and analysis contained within the Draft EIR, and to provide an opportunity for clarifications, corrections, or minor revisions to the Draft EIR as needed.

The Final EIR assembles in one document all of the environmental information and analysis prepared for the proposed project, including comments on the Draft EIR and responses by the City to those comments.

Pursuant to Section 15132 of the State CEQA Guidelines, the Final EIR consists of the following:

- (a) The Draft EIR, including all of its appendices;
- (b) The Response to Comments Document, which includes a list of persons, organizations, and public agencies commenting on the Draft EIR, copies of all letters received by the City during the Draft EIR public review period, and responses to the comments; and
- (c) Any other information added by the Lead Agency.

1.6 ABSENCE OF SIGNFICANT NEW INFORMATION

CEQA Guidelines Section 15088.5 requires that a lead agency recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of a Draft EIR, but before certification of the Final EIR. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the proposed project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. The Guidelines provide examples of significant new information under this standard, which include the following:

- 1. A new significant environmental impact that would result from the proposed project (or any alternative) or from a new mitigation measure proposed to be implemented.
- 2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- 3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the proposed project (or an alternative), but the project's proponents decline to adopt it.

4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Having reviewed all the information in the record, the City Council finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR. No new or substantial changes to the Draft EIR were proposed as a result of the public comment process. The Final EIR responds to comments and makes only minor technical changes, clarifications or additions to the Draft EIR. The minor changes, clarifications, or additions to the Draft EIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts, and do not include any new mitigation measures that would have a potentially significant impact. Therefore, the City Council finds that recirculation of the EIR is not required.

1.7 DIFFERENCES OF OPINION REGARDING THE IMPACTS OF THE PROJECT

In making its determination to certify the Final EIR and to approve the proposed project, the City Council recognizes that a range of technical and scientific opinion exists with respect to certain environmental issues. The City Council acknowledges that it has acquired an understanding of the range of this technical and scientific opinion by its review of the Draft EIR as well as testimony, letters, and reports regarding the Final EIR and its own experience and expertise in these environmental issues. The City Council acknowledges that it has reviewed and considered, as a whole, the evidence and analysis presented in the Draft EIR, the evidence and analysis presented in the Final EIR, the information submitted on the Final EIR, and the reports prepared by the experts who prepared the EIR, by the City's consultants, and by staff, addressing those comments. The City Council acknowledges that it has gained a comprehensive and well-rounded understanding of the environmental issues presented by the proposed project. The City Council acknowledges that in turn, this understanding has enabled the City Council to make its decisions after weighing and considering the various viewpoints on these important issues. The City Council accordingly certifies that its findings are based on full appraisal of all of the evidence contained in the Final EIR, as well as the evidence and other information in the record addressing the Final EIR.

2.0 CEQA FINDING OF INDEPENDENT JUDGMENT

The Final EIR reflects the City's independent judgment. The City has exercised independent judgment in accordance with Public Resources Code 21082.1(c)(3) in retaining its own environmental consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

Having received, reviewed, and considered the information in the Final EIR, as well as any and all other information in the record, the City Council hereby makes findings pursuant to and in accordance with Sections 21081, 21081.5, and 21081.6 of the Public Resources Code.

3.0 FINDINGS OF FACT

3.1 ENVIRONMENTAL EFFECTS OF THE PROJECT WHICH ARE CONSIDERED UNAVOIDABLE SIGNIFICANT IMPACTS

This section identifies the significant unavoidable impact that requires a statement of overriding considerations to be issued by the City, pursuant to Section 15093 of the CEQA Guidelines, if the proposed project is approved. Based on the analysis contained in the Final EIR, the following impact has been determined to be significant and unavoidable:

 The proposed project would conflict and be inconsistent with CEQA Guidelines section 15064.3, subdivision (b) and would exceed the applicable vehicle miles traveled (VMT) threshold of significance, and no feasible mitigation measures are available to reduce this impact to a less-than-significant level.

3.1.1 Project Impacts: Vehicle Miles Traveled

An evaluation of the project-specific and cumulative impact on transportation associated with the proposed project is found in Section 3.2, Transportation, of the Draft EIR.

The threshold of significance for determining VMT impacts is a 15 percent decrease compared to the region's existing VMT. A 15 percent reduction of the regional VMT would be 14.7. Therefore, the proposed project's VMT per capita of 23.3 is approximately 58.5 percent above the threshold of significance of 14.7 VMT per capita.

The estimated VMT does not account for the implementation of a potential transportation demand management (TDM) plan, which could be used to reduce the project VMT. A TDM plan would need to achieve a minimum of 58.5 percent reduction in VMT to reduce the project impacts to less-than-significant levels.

The range of effectiveness for VMT reductions is based on information included in the California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures report (CAPCOA report)¹. The quantification methods provided in the CAPCOA report are based on an extensive literature review. The CAPCOA report identifies the global maximum reduction for all VMT as 75 percent for projects in urban areas, 40 percent for compact infill projects, 20 percent for suburban center projects (or suburban with a neighborhood electric vehicle (NEV) network), and 15 percent for suburban projects. The proposed project most closely resembles a suburban center project as defined by CAPCOA, which is characterized by dispersed, low-density, singleuse, automobile-dependent land use patterns, usually outside of the centra city (a suburb). According to the CAPCOA report, an aggressive TDM plan for a suburban project would be expected to achieve a maximum 15 percent reduction in per capita VMT. Applying a 15 percent reduction to the proposed project's 23.3 VMT per capita would

California Air Pollution Control Officers Association (CAPCOA). 2018. Air Quality Analysis in CEQA Roadway Project Review. Accessed March 2021 at: http://www.capcoa.org/wp-content/uploads/downloads/2020/10/Roadway-CEQA-Guidance CAPCOA-BOD-AUG-2018.pdf

result in 19.8 VMT per capita, which is approximately 34.7 percent above the 14.7 threshold. Therefore, even with the implementation of an aggressive TDM plan, the proposed project's VMT would be 34.7 percent above the threshold of significance of 14.7 VMT per capita.

Based on the above, there are no feasible or realistic mitigation measures currently available that would reduce this impact to a less-than-significant level. Therefore, this impact would be significant and unavoidable.

Findings for Impact TRA-1: The City Council finds that the project-specific VMT impacts will remain significant and unavoidable. Pursuant to Section 21081(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that specific economic, legal, social, technological, or other benefits, make infeasible the alternatives identified in the EIR and the identified project-specific VMT impacts are thereby acceptable because of specific overriding considerations (see Statement of Overriding Considerations).

3.1.2 Cumulative Impacts: Vehicle Miles Traveled

Consistent with OPR's Technical Advisory on Evaluating Transportation Impacts in CEQA,² a proposed project's cumulative impacts are based on an assessment of whether the "incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects." A project that falls below an efficiency-based threshold that is aligned with long-term environmental goals and relevant plans would have no cumulative impact distinct from the project impact.

The proposed project would exceed the existing VMT thresholds of significance. Therefore, the proposed project would also have a cumulatively considerable impact with respect to VMT. The proposed project, in combination with cumulative projects, would exceed the existing VMT thresholds of significance.

Future buildout of the project site area could create a built environment with a more diverse mix of uses and therefore result in a potential decrease in per capita VMT by reducing the distance required for residents of the proposed project to access services and places of employment. However, this efficient mix of uses cannot be guaranteed, as it would rely on future private development in the area. Therefore, the proposed project, in combination with cumulative projects, would have a significant unavoidable impact with respect to VMT.

Findings for Impact TRA-2: The City Council finds that the cumulative VMT impacts will remain significant and unavoidable. Pursuant to Section 21081(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that specific economic, legal, social, technological, or other benefits,

Governor's Office of Planning and Research (OPR). 2018. Technical Advisory on Evaluating Transportation Impacts in CEQA. Accessed March 2021 at: https://opr.ca.gov/ceqa/docs/20190122-743 Technical Advisory.pdf

make infeasible the alternatives identified in the EIR and the identified cumulative VMT impacts are thereby acceptable because of specific overriding considerations (see Statement of Overriding Considerations).

3.2 ENVIRONMENTAL EFFECTS EVALUATED IN THE FINAL EIR WHICH CAN BE AVOIDED OR SUBSTANTIALLY LESSENED TO LESS THAN SIGNIFICANT LEVELS WITH IMPLEMENTATION OF THE IDENTIFIED MITIGATION MEASURES

This section identifies significant adverse impacts of the proposed project that require findings to be made pursuant to Section 21081 of the Public Resources Code and Section 15091 of the CEQA Guidelines. Based on information in the Final EIR, the City Council finds that, based upon substantial evidence in the record, adoption and implementation of the mitigation measures set forth below will reduce the identified significant impacts to less than significant levels. Based on the analysis contained in the Final EIR, the following impacts have been determined to be impacts that can be reduced to less-than-significant levels with implementation of the mitigation measures set forth below:

- AIR-1: The proposed project could conflict with or obstruct implementation of the applicable air quality plan.
- AIR-2: The proposed project could potentially result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.
- AIR-3: The proposed project could expose sensitive receptors to substantial pollutant concentrations.
- BIO-1: The proposed project could have a substantial adverse effect, either directly or through habitat modifications on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US. Fish and Wildlife Service.
- CUL-2: Project construction activities could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.
- CUL-3: Project construction activities could disturb human remains, including those interred outside of formal cemeteries.
- GEO-1: The proposed project could directly or indirectly cause potential substantial adverse effects, including risk of loss, injury or death involving: ii) strong seismic ground shaking; and iii) seismic-related ground failure, including liquefaction.
- GEO-2: The proposed project could result in substantial soil erosion or the loss of topsoil.

- GEO-3: The proposed project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onor offsite landslide, lateral spreading, subsidence, liquefaction, or collapse.
- GEO-4: The proposed project may be located on expansive soil, as defined in Table 18-1-B if the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.
- GEO-6: The proposed project could potentially directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.
- HAZ-2: The proposed project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release if hazardous materials into the environment.
- HYD-1: The proposed project could potentially violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality.
- HYD-3: The proposed project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or offsite; ii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.
- NOI-1: The proposed project could result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.
- TRIB-1: The proposed project could cause a substantial adverse change in the significance of a tribal cultural resource, as defined in Public Resources Code (PRC) Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of size and scope of the landscape, sacred place, or object with cultural value to California Native American tribe, and that is: a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC section 5020.1(k) or; b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision(c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision(c) of PRC 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

3.2.1 Air Quality

AIR-1: The proposed project could conflict with or obstruct implementation of the applicable air quality plan.

Mitigation Measure AIR-1: Implement Construction Best Management Practices.

The Applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site will be covered.
- All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of California Code of Regulations (CCR); clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications.

- All equipment shall be checked by a certified visible emissions evaluator or checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person will respond and take corrective action within 48 hours. The Bay Area Air Quality Management District's phone number will also be visible to ensure compliance with applicable regulations.

Findings for Impact AIR-1: Mitigation Measure AIR-1 requires the construction contractor to water exposed surfaces, cover haul trucks, remove tracked-out mud or dirt with wet power vacuum street sweepers, limit speeds to 15 mph, prioritize paving of roadways, driveways, and sidewalk and laying of building pads, minimize idling times, regularly maintain and tune equipment, and display contact information for dust complaints. The purpose of this measure is to avoid any potential impact due to fugitive dust emissions during construction and ensure the proposed project does not conflict with or obstruct the implementation of applicable air quality plan. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact on air quality, including potential impacts due to fugitive dust emissions and noncompliance with applicable air quality plans.

AIR-2: The proposed project could potentially result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.

Implement Mitigation Measure AIR-1, outlined above.

Findings of Impact AIR-2: Mitigation Measure AIR-1 requires the construction contractor to water exposed surfaces, cover haul trucks, remove tracked-out mud or dirt with wet power vacuum street sweepers, limit speeds to 15 mph, prioritize paving of roadways, driveways, and sidewalk and laying of building pads, minimize idling times, regularly maintain and tune equipment, and display contact information for dust complaints. The purpose of this measure is to avoid any potential impact due to fugitive dust emissions during construction and ensure the proposed project does not conflict with or obstruct the implementation of applicable air quality plan. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact on air quality,

including potential impacts due to fugitive dust emissions and noncompliance with applicable air quality plans.

AIR-3: The proposed project could expose sensitive receptors to substantial pollutant concentrations.

Implement Mitigation Measure AIR-1, outlined above.

Findings for Impact AIR-3: Mitigation Measure AIR-1 requires the construction contractor to water exposed surfaces, cover haul trucks, remove tracked-out mud or dirt with wet power vacuum street sweepers, limit speeds to 15 mph, prioritize paving of roadways, driveways, and sidewalk and laying of building pads, minimize idling times, regularly maintain and tune equipment, and display contact information for dust complaints. The purpose of this measure is to avoid any potential impact due to exposure of sensitive receptors to substantial pollutant concentrations. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact on air quality, including potential impacts due to exposure of sensitive receptors to substantial pollutant concentrations.

3.2.2 Biological Resources

BIO-1: The proposed project could have a substantial adverse effect, either directly or through habitat modifications on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Mitigation Measure BIO-1: Avoid Disturbance of Nesting Birds and Pre-Construction Nesting Bird Surveys. If project activities occur during the nesting season for native birds (February 15 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors:

- Pre-construction nesting bird survey for species protected by the Migratory Bird Treaty Act and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 14 days prior to the start of construction activities.
- If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified

> biologist, but no construction activities shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.

Mitigation Measure BIO-2: Pre-construction Swainson's Hawk Surveys. If project construction-related activities would take place during the nesting season (February through August), pre-construction surveys for nesting Swainson's hawks within 0.5-mile radius of the project shall be conducted within 14 days prior to construction activity. Surveys shall be conducted in a manner that maximizes the potential to observe the adult Swainson's hawks, as well as the nest/chicks second. To meet the California Department of Fish and Game's recommendations for mitigation and protection of Swainson's hawks, surveys shall be conducted for a 0.5-mile radius around all project activities, and if active nesting is identified within the 0.5-mile radius, consultation is required. Methodology for surveys can be found in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley - Swainson's Hawk Technical Advisory Committee (2000).

Mitigation Measure BIO-3: Pre-construction Burrowing Owl Surveys. A burrowing owl pre-construction survey shall take place before any construction activities commence. They shall be conducted whenever burrowing owl habitat or sign is encountered on or adjacent to (within 150 meters) of a project site. If a burrowing owl or sign is present on the Property, three additional protocol level surveys shall be initiated.

Once these surveys have been completed to identify the owl's location, disturbance buffers shall be placed around each active burrow. No disturbance shall occur within 200 meters (approximately 655 feet) of occupied burrows during the breeding season (February 1 through August 31) and/or within 50 meters (approximately 165 feet) of occupied burrows during non-breeding season (September 1 through January 31). Preconstruction surveys shall be completed no more than 14 days prior to initiating ground disturbing activities.

Mitigation Measure BIO-4: Avoidance and Minimization Measures for Alameda Whipsnake. In order to prevent Alameda Whipsnake (AWS) from entering construction areas during project development, a wildlife exclusion fence shall be placed along the property

boundary prior to ground disturbing activities. The avoidance and minimization measures for AWS are as follows:

- The wildlife exclusion fence shall be at least three feet high and entrenched three to six inches into the ground.
- Exclusion funnels shall be included in the fence design so that terrestrial species are able to vacate the project Site prior to disturbance.
- Monofilament netting, which is commonly used in straw wattle and other erosion preventatives, shall <u>not</u> be used on the project site in order to prevent possible entrapment of both common and special status terrestrial wildlife species.
- Trenches shall be backfilled, covered, or left with an escape ramp at the end of each workday. Trenches left open overnight shall be inspected each morning for trapped wildlife species.
- Immediately prior to initial ground disturbance (i.e., the morning of ground disturbance), a qualified biologist shall perform a preconstruction survey in order to ensure no AWS are present. The biologist shall remain on site for initial ground disturbance if suitable AWS refugia will be disturbed, i.e., small mammal burrows, foundations, large woody debris.
- Prior to the initiation of work activities, the qualified biologist shall also provide worker education regarding AWS. The training shall cover identification of AWS and what to do if an AWS is discovered in the project site.

Mitigation Measure BIO-5: Pre-construction Surveys for San Joaquin Kit Fox. Pre-construction surveys shall be conducted no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any project activity likely to impact the San Joaquin kit fox. Surveys shall identify kit fox habitat features on the project site and evaluate use by kit fox and, if possible, assess the potential impacts to the kit fox by the proposed activity. The status of all dens shall be determined and mapped. Written results of preconstruction surveys must be received by the Service within five days after survey completion and prior to the start of ground disturbance and/or construction activities. If a

natal/pupping den is discovered within the project site or within 200-feet of the project boundary, the Service shall be immediately notified and under no circumstances shall the den be disturbed or destroyed without prior authorization. If the pre-construction survey reveals an active natal pupping or new information, the Applicant shall contact the Service immediately to obtain the necessary take authorization/permit.

Mitigation Measure BIO-6: Pre-construction American Badger Surveys. A qualified biologist shall survey for American badger concurrent with the pre-construction survey for burrowing owl. If badgers are detected, the biologist shall passively relocate badgers out of the work area prior to construction if feasible. If an active den is detected within the work area, the project proponent shall avoid the den, if feasible, until the qualified biologist determines the den is no longer active. Dens that are determined to be inactive by the qualified biologist shall be collapsed by hand to prevent occupation of the burrow between the time of the survey and construction activities.

Findings for Impact BIO-1: Mitigation Measures BIO-1 through BIO-6 requires the Applicant to hire a qualified biologist to conduct pre-construction surveys for special-status species, including nesting birds, Swainson's Hawk, burrowing owls, Alameda whipsnake, San Joaquin Kit Fox, and American Badgers, that may occur at the project site. The mitigation measures also include avoidance and minimization measures and outlines procedures in the instances that the pre-construction surveys determine the presence of special status species and their habitats at the project site. The purpose of these mitigation measures is to avoid causing substantial impacts to special status species that may occur within the project site. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact on biological resources, including potential impacts to nesting birds, Swainson's Hawk, burrowing owls, Alameda whipsnake, San Joaquin Kit Fox, and American Badgers.

3.2.3 Cultural Resources

CUL-2: Project construction activities could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.

Mitigation Measure CUL-1: Workers Awareness Training. Prior to the start of any ground disturbing activities, a cultural resources awareness training shall be provided for all construction personnel involved in project implementation. The training shall be provided by a qualified cultural resources specialist and if they

> choose to participate, a representative of the Indian Canyon Band of Costanoan Ohlone People. The training program shall include relevant information regarding sensitive cultural resources and tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program shall also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and shall outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program shall also underscore the requirement for confidentiality and culturally appropriate treatment for any find of significance to Native Americans and behaviors, consistent with Native American tribal values. A sign-in sheet shall be distributed to all participants of the training program and submitted to the City within two weeks of program completion.

Mitigation Measure CUL-2: Cultural Materials Discovered During Construction. If

any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a Secretary of the Interior-qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation 523 series forms. All forms and associated reports will be submitted to the Northwest Information Center of the California Historical Resources Information System. The archaeologist shall determine whether the resource requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the resource is determined to be eligible for listing on the California Register of Historical Resources as a unique archaeological resource as defined in PRC Section 15064.5, the archaeologist shall develop a plan for the treatment of the resource. The plan shall contain appropriate mitigation measures, including avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2.

Findings for Impact CUL-1: Mitigation Measure CUL-1 requires all construction personnel participate in a cultural resources awareness training prior to the start of any ground disturbing activities. If deposits of prehistoric or historic archaeological materials are encountered during project activities, Mitigation Measure CUL-2 requires the project Applicant to retain a qualified archaeologist to assess the deposit finds and make recommendations. If deposits cannot be avoided, further measures are required, as

outlined in the mitigation measure. The purpose of these measures is to avoid destroying a unique undiscovered prehistoric or historic archaeological resource or site. Implementation of the identified mitigation measures would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact on prehistoric or historic archaeological resources that could be located within the project site.

CUL-3: Project construction activities could disturb human remains, including those interred outside of formal cemeteries.

Mitigation Measure CUL-3: Human Burials Encountered During Construction. If

ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed: There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the County Coroner and the appropriate representative are contacted. Duly authorized City representatives of the Coroner and the City shall be permitted onto the project area and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 5097.98, et seg. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.

Findings for Impact CUL-3: Mitigation Measure CUL-3 requires the project Applicant to contact the County Coroner immediately upon discovery of human remains, and an

appropriate City representative to assess the situation and consult with appropriate agencies. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours. The purpose of this measure is to avoid potential adverse effects to human remains and tribal cultural resources. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact related to disturbance of human remains, including potential impacts to Native American human remains.

3.2.4 Geology and Soils

GEO-1: The proposed project could directly or indirectly cause potential substantial adverse effects including the risk of loss, injury, or death involving: i) strong seismic ground shaking; ii) seismic-related ground failure, including liquefaction.

Mitigation Measure GEO-1: Implement Geotechnical Design Recommendations.

Prior to issuance of grading permits, the Applicant shall incorporate all design specifications and recommendations contained within the geotechnical investigation report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site plans shall be submitted to the City and reviewed as part of the building permit review process.

Mitigation Measure

Liquefaction Hazard **GEO-2:** Implement Potential Recommendations. Prior to the issuance of building permits, the project Applicant shall submit to the City of Antioch Building Department, for review and approval, a design-level geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer. The design-level report shall include measures to address construction requirements to mitigate, at a minimum, slope ground shaking. stability. liquefiable soils. and Recommendations of adequate and appropriate measures will be implemented, including, but not limited to designing foundations in a manner that limits the effects of liquefaction; the placement of an engineered fill with low liquefaction potential; and the alternative siting of structures in areas with a lower liquefaction risk.

Findings for Impact GEO-1: Mitigation Measure GEO-1 requires the Applicant to incorporate all design specification and recommendations contained in the geotechnical investigation report that pertain to, but are not limited to, expansive soils, building

foundations, foundation drainage, and backfill of excavations. Mitigation Measure GEO-2 required the project Applicant to submit a design-level engineering report produces by a qualified engineer to the City and incorporate recommendations and measures into the project plans. The purpose of these measures is to avoid impacts caused by strong seismic ground shaking and seismic related ground failure. Implementation of the identified mitigation measures would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impacts related to geology and soils including strong seismic ground shaking and seismic related ground failure.

GEO-2: The proposed project could result in substantial soil erosion or the loss of topsoil.

Implement Mitigation Measure HYD-1, described below under Section 3.2.6.

Findings for Impact GEO-2: Mitigation Measure HYD-1 requires the project Applicant to prepare a Stormwater Pollution Prevention Plan (SWPPP) which would outline pollution prevention measures including erosion and sediment control measures and a description of the type and location of erosion and sediment control best management practices to be implemented at the project site. The purpose of this measure is to avoid impacts result from soil erosion and loss of topsoil. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact related to geology and soils including substantial soil erosion and loss of topsoil.

GEO-3: The proposed project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse.

Implement Mitigation Measures GEO-1 and GEO-2, described above.

Findings for Impact GEO-3: Mitigation Measures GEO-1 and GEO-2 requires the project Applicant to incorporate all design specification, recommendations and measures contained in the geotechnical investigation report and the design-level engineering report. The design specifications, recommendations, and measures would pertain to issues related to unstable soils. The purpose of these mitigation measures is to avoid impacts resulting from the proposed project being location on unstable soil or soils that would become unstable as a result of the proposed project. Implementation of the identified mitigation measures would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated

into, the proposed project which mitigate or avoid the potentially significant impact related to geology and soils including unstable geological units and soils.

GEO-4: The proposed project may be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life.

Implement Mitigation Measure GEO-1, described above.

Findings for Impact GEO-4: Mitigation Measure GEO-1 requires the Applicant to incorporate all design specification and recommendations contained in the geotechnical investigation report that pertain to, but are not limited to, expansive soils, building foundations, foundation drainage, and backfill of excavations. The purpose of this mitigation measure is to avoid impacts resulting from the proposed project being located on expansive soils. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and the CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact related to geology and soils including expansive soils.

GEO-6: The proposed project could potentially directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Mitigation Measure GEO-3: Procedures for Paleontological Resources Discovered

During Construction. If any paleontological resources are encountered during ground-disturbing or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified resource shall cease. and the City shall immediately be notified. The Applicant shall retain a qualified paleontologist (as approved by the City) to evaluate the find and recommend appropriate treatment of the inadvertently discovered paleontological resource. The appropriate treatment of an inadvertently discovered paleontological resource shall be implemented to ensure that impacts to the resource are avoided.

Findings for Impact GEO-6: If paleontological resources are encountered during site preparation or grading activities, Mitigation Measure CUL-3 requires the project Applicant to retain a qualified paleontologist to assess the discoveries and make recommendations. The purpose of this measure is to avoid destroying a unique paleontological resource or site. Implementation of the identified mitigation measure would reduce the impact to a less-than significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid

the potentially significant impact on paleontological resources that could be located within the project site.

3.2.5 Hazards and Hazardous Materials

HAZ-2: The proposed project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Implement Mitigation Measure HYD-1, described below in Section 3.2.6.

Findings for Impact HAZ-2: Mitigation Measure HYD-1 requires the project Applicant to prepare and implement a SWPPP which includes mitigation such as, but not limited to, developing a spill prevention and countermeasure plan to ensure hazardous materials are not released and treating surface runoff water. The purpose of this mitigation is to ensure the project construction and operation does not result in impacts from accidental release of hazardous materials into the environment. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact related to hazardous materials, including potential impacts related to the accidental release of hazardous materials.

3.2.6 Hydrology and Water Quality

HYD-1: The proposed project could potentially violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality.

Mitigation Measure HYD-1: Prepare and Implement a SWPPP. Prior to the issuance

of any construction-related permits, the Applicant shall prepare and submit a Notice of Intent to the State Water Resources Control Board and prepare a Stormwater Pollution Prevention Plan in compliance with the National Pollutant (NPDES) Elimination Discharge System Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control nonstormwater discharges and hazardous spills); description of the type and location of erosion and sediment control best management practices (BMPs) to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following:

- Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.
- Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.
- Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater.
- Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.
- Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff.
- Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces will be left without erosion control measures in place during the winter and spring months.
- A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used onsite. The plan will also require the proper storage, handling, use, and disposal of petroleum products.
- Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall

or late winter to reduce erosion during spring runoff. Existing vegetation will be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.

Findings for Impact HYD-1: Mitigation Measure HYD-1 requires the project Applicant to prepare a SWPPP. The purpose of this measure is to prevent release of pollutants into surface waters during construction. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impacts to water quality, including the release of pollutants into surface waters.

HYD-3: The proposed project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or offsite; ii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

Implement Mitigation Measure HYD-1, described above.

Findings for Impact HYD-3: Mitigation Measure HYD-1 requires the project Applicant to prepare and implement a SWPPP which would include measures to such as erosion control measures and measures to ensure the proposed project would not result in contributing additional sources of polluted runoff into the stormwater drainage system. The purpose of this mitigation if to prevent impacts resulting from polluted runoff. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact to water quality, including the potential to result in polluted runoff.

HYD-5: The proposed project could conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Implement Mitigation Measure HYD-1, described above.

Findings for Impact HYD-5: Mitigation Measure HYD-1 requires the project Applicant to prepare and implement a SWPPP which would ensure that the proposed project would not conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan. Implementation of the identified mitigation measure would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the

proposed project which mitigate or avoid the potentially significant impact resulting from conflicting with a water quality control plan or sustainable groundwater management plan.

3.2.7 Noise

NOI-1: The proposed project could result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Mitigation Measure NOI-1: Interior Traffic Noise Levels. Implement the requirements listed in Policy 11.6.2.d in the City of Antioch General Plan to reduce interior noise levels within the multifamily buildings to 45 dB(A) Ldn. Policy 11.6.2.d states the following: "Where new development (including construction and improvement of roadways) is proposed in areas exceeding the noise levels identified in the General Plan Noise Objective, or where the development of proposed uses could result in a significant increase in noise, require a detailed noise attenuation study to be prepared by a qualified acoustical engineer to determine appropriate mitigation and ways to incorporate such mitigation into project design and implementation."

Mitigation Measure NOI-2: Project Fixed-Source Noise. The noise from all mechanical equipment associated with the proposed project shall comply with the requirements in Policy 11.6.2.e in the City of Antioch General Plan and the maximum noise level limits listed in Section 9-5.1901, Paragraph A in the City of Antioch Code of Ordinances. Policy 11.6.2.e in the City of Antioch General Plan states the following: "When new development incorporating a potentially significant noise generator is proposed, require noise analyses to be prepared by a qualified acoustical engineer. Require the implementation of appropriate noise mitigation when the proposed project will cause new exceedances of General Plan noise objectives, or an audible (3.0 dB(A)) increase in noise in areas where General Plan noise objectives are already exceeded as the result of existing development." Section 9-5.1901, Paragraph A in the City of Antioch Code of Ordinances states "Uses adjacent to outdoor living areas (e.g., backyards for singlefamily homes and patios for multifamily units) and parks shall not cause an increase in background ambient noise which will exceed 60 CNEL."

Mitigation Measure NOI-3: Construction Activity. All construction activity shall follow the time and noise reduction measure requirements listed in Policies 11.6.2.i, j, k, m, and n in the City of Antioch General

Plan and Sections 5-17.04 and 5-17.05 in the City of Antioch Code of Ordinances as follows:

- Ensure that construction activities are regulated as to hours of operation in order to avoid or mitigate noise impacts on adjacent noise-sensitive land uses.
- j Require proposed development adjacent to occupied noise sensitive land uses to implement a construction-related noise mitigation plan. This plan would depict the location of construction equipment storage and maintenance area, and document methods to be employed to minimize noise impacts on adjacent noise sensitive land uses.
- k Require that all construction equipment utilize noise reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer.
- Prior to the issuance of any grading plans, the City shall condition approval of subdivisions and non-residential development adjacent to any developed/occupied noise-sensitive land uses by requiring Applicants to submit a construction-related noise mitigation plan to the City for review and approval. The plan should depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of the proposed project through the use of such methods as:
 - The construction contractor shall use temporary noiseattenuation fences, where feasible, to reduce construction noise impacts on adjacent noise sensitive land uses.
 - During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
 - The construction contractor shall locate equipment staging in areas that will create the greatest distance

between construction-related noise sources and noisesensitive receptors nearest the project site during all project construction.

- The construction contractor shall limit all constructionrelated activities that would result in high noise levels to between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays.
- m The construction-related noise mitigation plan required shall also specify that haul truck deliveries be subject to the same hours specified for construction equipment. Additionally, the plan shall denote any construction traffic haul routes where heavy trucks would exceed 100 daily trips (counting those both to and from the construction site). To the extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential dwellings. Lastly, the construction-related noise mitigation plan shall incorporate any other restrictions imposed by the City. Section 5-17.04 "Heavy Construction Equipment Noise" and Section 5-17.05 "Construction Activity Noise" states it shall be unlawful for any person to operate heavy construction equipment or be involved in construction activity during the hours specified below:
 - 1) On weekdays prior to 7:00 a.m. and after 6:00 p.m.,
 - 2) On weekdays within 300 feet of occupied dwelling space, prior to 8:00 a.m. and after 5:00 p.m.
 - 3) On weekends and holidays, prior to 9:00 a.m. and after 5:00 p.m., irrespective of the distance from the occupied dwelling.

Findings for Impact NOI-1: Mitigation Measure NOI-1 through NOI-3 require the project Applicant to comply with the City's noise ordinance, including restrictions on construction activity during certain days and hours, requirements to implement noise mitigation recommended in a detailed noise attenuation study conducted for the proposed project to reduce interior noise levels and project fixed-source noise, requirements to utilize noise reduction features for all construction equipment, specifications about stationary equipment placement and equipment staging area locations, and requirements for the use of temporary noise attenuation fences. The purpose of these measures is to reduce any substantial increase in ambient noise levels in the vicinity of the proposed project in excess of established standards. Implementation of the identified mitigation measures would reduce the impact to a less-than-significant level. Pursuant to Public Resources

Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact associated with increased ambient noise levels related to construction and operation of the proposed project.

3.2.8 Tribal Cultural Resources

TRIB-1: The proposed project could cause a substantial adverse change in the significance of a tribal cultural resource, as defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of size and scope of the landscape, sacred place, or object with cultural value to California Native American tribe, and that is: a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC section 5020.1(k) or; b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision(c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision(c) of PRC 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Implement Mitigation Measures CUL-1, CUL-2, and CUL-3, described above in Section 3.2.3.

Findings for Impact TRIB-1: Mitigation Measure CUL-1 requires all construction personnel participate in a cultural resource awareness training prior to the start of any ground disturbing activities. If deposits of prehistoric or historic archaeological materials are encountered during project activities, Mitigation Measure CUL-2 requires the project Applicant to retain a qualified archaeologist to assess the deposit finds and make recommendations. Mitigation Measure CUL-3 requires the project Applicant to contact the County Coroner and appropriate City Staff immediately upon discovery of human remains to assess the situation and consult with appropriate agencies. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission. The purpose of these measures is to avoid potential adverse effects to human remains and tribal cultural resources. Implementation of the identified mitigation measures would reduce the impact to a less-than-significant level. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City Council finds that changes or alterations have been required in, or incorporated into, the proposed project which mitigate or avoid the potentially significant impact on tribal cultural resources, including potential impacts to tribal cultural resources.

3.3 ENVIRONMENTAL EFFECTS FOUND TO BE LESS THAN SIGNIFICANT

This section identifies impacts of the proposed project that are less than significant and do not require mitigation measures. Based on information in the Final EIR, the City Council finds that based upon substantial evidence in the record, the following impacts have been determined to be less than significant: growth inducement; significant irreversible changes; aesthetics; agriculture and forestry resources; energy; greenhouse

gases; land use and planning; mineral resources; population and housing; public services; recreation; utilities and service systems; and wildfire.

3.3.1 Growth Inducement

A project is considered growth-inducing if it would directly or indirectly foster substantial economic or population growth or the construction of additional housing, either directly or indirectly, in the surrounding environment. Examples of projects likely to have significant growth-inducing impacts include extensions or expansions of infrastructure systems beyond what is needed to serve project-specific demand, and development of new residential subdivisions or industrial parks in areas that are only sparsely developed or are underdeveloped. Typically, development projects on sites that are designated for development and surrounded by existing suburban uses are not considered adversely growth-inducing because growth in areas that already have development and infrastructure available to serve new development are generally considered environmentally beneficial.

Implementation of the proposed Wild Horse Multifamily Project would result in direct population growth within Antioch through the construction of 126 dwelling units. As discussed in Section 4.14, Population and Housing, of the Initial Study (Appendix A of the Draft EIR), the proposed project could increase the local population by approximately 413 persons. The 413 new residents would increase the City's total population by 0.36 percent and would be within the City's 2025 population projection anticipated under the City's General Plan. As such, the proposed project would neither directly or indirectly lead to substantial or unforeseen economic or population growth but would instead contribute to the anticipated local and regional housing supply.

The proposed project would be constructed within the City's Planning Area and Contra Costa County's Urban Line and would not increase growth beyond what is already contemplated by the City's General Plan. The proposed project would not require the extension of utilities or roads into undeveloped areas that are not planned for the expansion of infrastructure or directly or indirectly lead to development of sites that are not planned for development. Due to the location of the project site and the presence of existing uses in the vicinity of the site, development of the proposed project would not induce unplanned growth in the area. Therefore, the growth that would occur as a result of the proposed project would not be substantial or adverse.

3.3.2 Significant Irreversible Changes

CEQA requires an assessment of whether the proposed project would result in significant irreversible changes to the physical environment. The State CEQA Guidelines discuss three categories of significant irreversible changes that should be considered. Each is addressed below.

Changes in Land Use Which Commit Future Generations

The project site is located within the City of Antioch and is generally surrounded by residential uses. The approximately 12-acre project site is currently undeveloped;

however, construction of the proposed project would occur on land that is designated for urban uses. The proposed project is requesting a change in the General Plan designation and zoning to allow for a higher density of residential developments to be allowed. Though the proposed project is requesting a General Plan amendment and zone change, the project site would continue to be used for residential developments, similar to the existing designation. In the future, the site could be rezoned, in which case, at the end of the useful life of the proposed project, the use could change. Therefore, the proposed project would not commit future generations to a significant change in land use.

Irreversible Damage from Environmental Accidents

No significant environmental damage, such as accidental spills or explosion of a hazardous material, is anticipated to occur with development of the proposed project. As described in Section 4.9, Hazards and Hazardous Materials, of the Initial Study (Appendix A of the Draft EIR), project construction and operation activities would involve limited use of common hazardous materials, including paints, solvents, fuels, oils, cleaners, and pesticides. The use of these substances is not expected to create a significant hazard to the public or the environment through reasonably foreseeable upset or accident. Furthermore, the proposed project would be required to with all applicable federal, state, and local laws related to the transport, use, or disposal of hazardous materials, as overseen by the California Environmental Protection Agency and Department of Toxic Substances Control. As such, the proposed project would not have the potential to cause serious environmental accidents. No irreversible changes—such as those that might result from construction of a large-scale mining project, a hydroelectric dam project, or other institutional project—would result from development of the proposed project.

Consumption of Nonrenewable Resources

Consumption of nonrenewable resources includes increased energy consumption, conversion of agricultural lands, and lost access to mining reserves. As discussed in Section 4.2 of the Initial Study (Appendix A of the Draft EIR), the State Department of Conservation designates the site as "Farmland of Local Importance," which includes land of importance to the local agricultural economy, as determined by each county's board of supervisors and a local advisory committee. However, the project site is not currently in agricultural production. Therefore, no existing agricultural lands would be converted to nonagricultural uses. In addition, as discussed in Section 4.12 of the Initial Study (Appendix A of the Draft EIR), the project site does not contain known mineral resources and does not serve as a mining reserve; thus, development of the proposed project would not result in the loss of access to mining reserves. Please refer to the Initial Study included in Appendix A of the Draft EIR for a discussion of impacts related to agricultural and mining resources.

As discussed in Section 3.6, Energy, of the Initial Study (Appendix A of the Draft EIR), project construction would require the use of fuels for equipment which would deplete supplies of nonrenewable resources. Project construction activities would require approximately 21,467.12 gallons of diesel fuel for construction off-road equipment and approximately 69,837 gallons of gasoline and diesel for on-road vehicles. The use of fuels

for construction would be considerably higher than under existing conditions. However, project construction activities would be temporary and would not represent a significant irreversible use of resources.

Operation of the proposed project would require use of water, electricity, natural gas, and fossil fuels. As discussed in Section 3.6, Energy, of the Initial Study (Appendix A of the Draft EIR), the proposed project is estimated to demand 1,222,632 kilowatt-hours (KWhr) of electricity per year and 2,359,099.26 kilo British thermal units (KBTU) of natural gas per year. This would represent an increase in demand for electricity and natural gas. The proposed project would comply with CCR Titles 20 and 24, including the California Green Building Standards Code (CALGreen), which require new residential buildings to implement design features that would reduce energy demand, water consumption, wastewater generation, and solid waste generation. Compliance with these regulatory requirements would ensure nonrenewable resources are conserved to the maximum extent possible. Therefore, while the proposed project would result in an irretrievable commitment of nonrenewable resources, the commitment of these resources would not be significantly inefficient, unnecessary, or wasteful.

3.3.3 Aesthetics

The proposed project would not result in any significant impacts related to aesthetics. The project site is not located within a state designated scenic highway and would be required to meet the project's design guidelines, the City's architectural design requirements, and lighting and glare standards set by the City. The proposed project would require a rezone and a General Plan amendment which would result in an increase in density allowed, however, the project site would continue to be zones and designated for residential uses and would not conflict with regulations governing scenic quality.

Findings. The City Council finds that, based upon substantial evidence in the record, there would be less than significant impacts related to aesthetics and no mitigation measures are required.

3.3.4 Agriculture and Forestry Resources

The proposed project would have no impacts related to agriculture and forestry resources. The project site is located within the P-D zoning district and is classified as "Farmland of Local Importance" by the State Department of Conservation ³. The project site is not used for agricultural production, nor does it support forestry resources.

Findings. The City Council finds that, based upon substantial evidence in the record, there would be no project impacts related to agriculture and forestry resources and no mitigation measures are required.

³ California Department of Conservation. 2016. California Important Farmland Finder (map). Accessed February 2021 at: maps.conservation.ca.gov/dlrp/ciff

3.3.5 Energy

Energy usage on the project site during construction would be temporary in nature. In addition, energy usage associated with operation of the proposed project would be relatively small in comparison to the State's available energy sources, and energy impacts would be negligible at the regional level. The Initial Study (Appendix A of the Draft EIR) identified that the proposed project would not conflict with the energy objectives of the City's General Plan or the strategies in the City's Climate Action Plan (CAP). Additionally, the proposed project would be constructed to CALGreen and Title 24 standards, which would help increase efficiency and reduce energy demand. The proposed project would avoid or reduce the inefficient, wasteful, and unnecessary consumption of energy and not result in any irreversible or irretrievable commitments of energy. Therefore, potential impacts related to energy use would be less than significant.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact on the consumption of energy resources is less than significant and no mitigation measures are required.

3.3.6 Greenhouse Gases

The Initial Study (Appendix A of the Draft EIR) determined that the proposed project's construction and operational greenhouse gas (GHG) emissions would be below the BAAQMD's recommended significance threshold and therefore, impacts would be less than significant. Additionally, the proposed project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. The proposed project would not conflict with the City's Community CAP or regulations adopted by the State of California to reduce GHG emissions. Therefore, potential impacts related to GHG emissions would be less than significant.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact of GHG emission is less than significant and no mitigation measures are required.

3.3.7 Land Use and Planning

The proposed project would not create any physical barriers to travel in the vicinity of the project site. The proposed project would include the development of multifamily residential uses on an undeveloped site surrounded by existing and residential uses, vacant land, and existing roadways. Therefore, the proposed project would not physically divide an established community.

The project site is designated Low Density Residential and is zoned P-D 86-3.1: Planned Development District. The Applicant is requesting a General Plan Amendment to designate the site as High Density Residential. Additionally, the Applicant is requesting to rezone the project site Planned Development District. The General Plan Amendment would allow development of multifamily residences. With the approval of the General Plan Amendment, the proposed project would be consistent with the High Density Residential land use designation. Rezoning of the project site to Planned Development District would

require establishment of new development standards. Additionally, the proposed project would implement all proposed development standards and guidelines and would not conflict with the City's Zoning Code. Therefore, impacts related to land use and planning for CEQA purposes would be less than significant.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact related to land use and planning is less than significant and no mitigation measures are required.

3.3.8 Mineral Resources

The City's General Plan does not identify any mineral resources of value on or near the project site and no mineral extraction activities exist on or near the site. Additionally, the project site has not been delineated as a locally important mineral resource recovery site by the General Plan, General Plan EIR, or any specific plan or other land use plan. The proposed project would not result in the loss of availability of a known mineral resource of value, or loss of an important mineral resource recovery site. Therefore, impacts related to mineral resources would be less than significant.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact related to mineral resources is less than significant and no mitigation measures are required.

3.3.9 Population and Housing

The proposed project would not result in substantial unplanned for growth in the area, as the proposed project would contribute to the overall number of housing units as contemplated under the General Plan buildout. Based on the City's current average household size of 3.28 persons⁴, the proposed project would increase the City's population by 413 persons. This would account for an approximately 0.36 percent increase in the City's January 2020 population. The proposed project would require a General Plan Amendment to allow for the development of multifamily units. The proposed project would result in 279 additional residents compared to the existing Low Density Residential General Plan land use designation, which would generate approximately 134 residents. The proposed project would be consistent with the High Density Residential land use designation with approval of the General Plan Amendment. The addition of 413 new residents would also be within the City's 2025 population projections as anticipated under the General Plan. The proposed project would not include the removal of any existing residential uses and therefore would not require the construction of replacement housing elsewhere. Therefore, impacts related to population and housing would be less than significant.

California Department of Finance. 2020. E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2020 with 2010 Census Benchmark. Accessed February 2021 at: https://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact related to population and housing is less than significant and no mitigation measures are required.

3.3.10 Public Services

The Contra Costa County Fire Protection District (CCCFPD) would provide adequate service to the project site. As required by the CCCFPD, the proposed project would be conditioned to form or annex into a Community Facilities District. In addition, the proposed project would be required to pay the fire protection facilities fee in accordance with the City's Municipal Code. The establishment of the Community Facilities District and payment of the fire protection facilities fee would ensure impacts related to fire protection would be less than significant.

Because the proposed project would represent less than 1 percent of the overall projected growth for Antioch, new police protection facilities would not be required to serve the site. In addition, the payment of the police impact fee and annexation of the project site into Community Facilities District, would ensure that any impacts related to police protection would be less than significant.

The proposed project would increase demand for school facilities and services. The Antioch Unified School District collects development fees for new residential developments and payment of the fee would offset facility costs associated with new students resulting from the proposed project. Therefore, impacts would be less than significant.

The proposed project would include private and public open space and contribute development impact fees that would address infrastructure and service needs and would not result in substantial deterioration of parks or other public facilities. Therefore, the proposed project's impacts to public services would be less than significant.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact related to public services is less than significant and no mitigation measures are required.

3.3.11 Recreation

The proposed project includes 1.6 acres of usable open space that would provide both active and passive recreational opportunities. The onsite open space would alleviate the demand on existing park and recreational facilities generated by the proposed project. Therefore, the proposed project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration could result. Additionally, the proposed project would be required to pay a park and recreational facilities fee which would further offset impacts to park and recreation facilities. Therefore, the proposed project's impacts on recreational facilities would be less than significant.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact related to recreation is less than significant and no mitigation measures are required.

3.3.12 Utilities and Service Systems

The Initial Study determined that the proposed project would be adequately served by wastewater, water, and storm water facilities and that existing water entitlements and solid waste capacity would be sufficient. Therefore, impacts to utilities and service systems would be less than significant.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project impact related to utilities and service systems is less than significant and no mitigation measures are required.

3.3.13 Wildfire

The project site is not located within a State Responsibility Area (SRA) for fire protection and is not located within a very high fire hazard severity zone. Therefore, the proposed project would have no impact related to wildfire.

Findings. The City Council finds that, based upon substantial evidence in the record, there would be no potential project impacts related to wildfire and no mitigation measures are required.

3.4 ENVIRONMENTAL IMPACTS FOUND TO BE BENEFICIAL

The Final EIR identifies the following project-specific and cumulative effects of the proposed project that are beneficial:

• Developing on a site designated for development with existing infrastructure: Growth in areas designated for development, that already have infrastructure available to serve new development, is generally considered environmentally beneficial.

Findings. The City Council finds that, based upon substantial evidence in the record, the potential project-specific and cumulative effects of the implementing proposed project on a site designated for development, with existing infrastructure, are beneficial and no mitigation measures are required.

4.0 FINDINGS REGARDING CONSIDERATIONS THAT MAKE ALTERNATIVES ANALYZED IN THE FINAL EIR INFEASIBLE

The analysis of alternatives to the proposed project is found in Section 5.0 of the Draft EIR. Based on the analysis and the entire record, the City Council finds as follows:

4.1 NO PROJECT ALTERNATIVE

The "No Project" alternative, required to be evaluated in the EIR, considers "existing conditions...as well as what would be reasonably expected to occur in the foreseeable future if the proposed project were not approved, based on current plans and consistent with available infrastructure and community services" [CEQA Guidelines Section15126.6(e)(2)].

The No Project alternative assumes that the proposed project would not be developed and that the project site would generally remain in its current condition. The project site would remain vacant and no modifications to existing site access, easements, or infrastructure would occur.

Environmental Effects: Implementation of the No Project alternative would not result in any increases in automobile, transit, bicycle, or pedestrian travel to or from the project site. Therefore, compared to the less-than-significant impacts of the proposed project, there would be no impact related to conflicts with applicable transportation-related plans, policies, and ordinances; design hazards; and emergency access. The significant and unavoidable impact related to VMT would not occur. However, the No Project alternative would also not achieve any of the objectives of the proposed project.

Relation to Proposed Project Objectives: The No Project alternative would not achieve the basic project objectives as it would not help the City of Antioch provide its fair share of housing and provide housing near major transportation and regional trails connections, would not provide onsite amenities and recreational opportunities such as a community park, would not help create a community that is family friendly or that could accommodate senior residents, implement the County's Growth Management Program by providing for urban development within the Urban Limit Line, or contribute to the City's economic and social viability.

4.2 GENERAL PLAN CONSISTENCY ALTERNATIVE

The General Plan Consistency Alternative assumes the project site would be developed at a density of 4.0 units per acre in accordance with the General Plan. Given the 10.4 net acre site, the General Plan Consistency Alternative would result in development of 41 single-family residential lots. The General Plan Consistency Alternative would still dedicate approximately 1.6 acres of the site for completion of Wild Horse Road, however, would not provide the approximately 1.6 acres of open space. This alternative would also include onsite parking, utility improvements, and landscaping.

Environmental Effects: The General Plan Consistency alternative would require implementation of the same mitigation measures as those required for the proposed project as the General Plan Consistency Alternative would also include development of the site with residential uses and associated improvements. However, construction related impacts would be slightly reduced given that construction activities on the project site would be reduced with fewer residential units, as compared to the proposed project.

The VMT for the General Plan Consistency Alternative would result in a 24.3 VMT per capita which is approximately 65.3 percent above the Countywide threshold of significance of 14.7 VMT per capita, resulting in a significant impact. Like the proposed project, the General Plan Consistency Alternative most closely resembles a suburban project as defined by CAPCOA. According to the CAPCOA report, implementation of an aggressive TDM plan for a suburban project would be expected to achieve a maximum 15 percent reduction in per capita VMT. As such, applying a 15 percent reduction to the General Plan Consistency Alternative's 24.3 VMT per capita would result in a 20.7 VMT per capita, which is approximately 40.8 percent above the 14.7 VMT per capita threshold. The Draft EIR determined that there are no feasible CAPCOA measures that would reduce the General Plan Consistency Alternative's VMT below the threshold of significance of 14.7 VMT per capita. Therefore, like the proposed project, this alternative would have a significant and unavoidable impact related to VMT.

Relation to Proposed Project Objectives: The General Plan Consistency Alternative would achieve most of the project objectives, although to a lesser extent than the proposed project. In particular, objectives related to providing housing near major transportation and regional trails connections and creating a community that is family friendly or that could accommodate senior residents would be achieved. However, objectives related to providing onsite amenities and recreational opportunities such as a community park and contributing to the City's economic and social viability would not be achieved to the same extent as the proposed project as the site would be developed with fewer residential units that would be larger than those included in the proposed project.

4.3 SENIOR HOUSING ALTERNATIVE

The Senior Housing alternative assumes that the proposed project would be developed with age-restricted units that would be available to residents ages 55 and above. This alternative would be the same as the proposed project and develop 126 units within 25 detached buildings. Similar to the proposed project, each building would contain 2 to 8 units, ranging from approximately 1,120 to 1,900 square feet and would also include the same amount of onsite surface parking, landscaping, utility improvements, and approximately 1.6 acres of usable open space. The Senior Housing Alternative would still dedicate approximately 1.6 acres of the site for completion of Wild Horse Road.

Environmental Effects: The Senior Housing alternative would require implementation of the same mitigation measures as those required for the proposed project (identified in Table 2.A in Chapter 2.0, Summary, of this EIR and as further detailed in Appendix A, Initial Study). The Senior Housing alternative would include a similar level of development intensity and the same number of units on the project site as compared to the proposed project and would therefore include similar construction activities and similar operations associated with residential development of the project site.

Age restricted senior housing developments typically have a lower rate of vehicle ownership, and therefore could decrease VMT pr capita. However, the project site is not located in a transit priority area that would reduce VMT. These senior communities typically include managed shuttle programs for use by residents, which could reduce the

need for a car. The Senior Housing Alternative is estimated to generate approximately 13.1 VMT per capita and would be below the Countywide significance threshold of 14.7 VMT per capita. Therefore, the Senior Housing Alternative would result in a less than significant impact related to VMT.

Relation to Proposed Project Objectives: The Senior Housing alternative would achieve all of the project objectives, although some to a lesser extent than the proposed project. Objectives related to providing a project that would, provide housing near major transportation and regional trails connections, create a community that could accommodate senior residents, provide onsite amenities and recreational opportunities, and contribute to the City's economic and social viability would be achieved.

5.0 STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits of the proposed project against its unavoidable environmental risks when determining whether to approve the proposed project. If the specific economic, legal, social, technological or other benefits of the proposed project outweigh the unavoidable adverse environmental effects, those effects may be considered "acceptable" (CEQA Guidelines 15093(a)). CEQA requires the agency to state, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (CEQA Guidelines 15093(b)).

In accordance with the requirements of CEQA and the CEQA Guidelines, the City Council finds that the mitigation measures identified in the Final EIR and the Mitigation Monitoring Program, when implemented, will avoid or substantially lessen many of the significant effects identified in the Final EIR for the Wild Horse Multifamily Project. However, a significant impact to transportation is unavoidable even after incorporation of all feasible mitigation measures. The Final EIR provides detailed information regarding this impact.

The City Council finds that all feasible mitigation measures identified in the Final EIR within the purview of the project Applicant will be implemented with the proposed project, and that the remaining significant unavoidable effect is outweighed and found to be acceptable due to the following specific overriding economic, legal, social, technological, or other benefits based upon the facts set forth above, the Draft EIR, and the record, because implementation of the Wild Horse Multifamily Project will:

- To help the City of Antioch provide its fair share of housing, and help alleviate a regional housing shortage, by providing an alternative housing type and sizes which can meet the needs of a variety of different and growing household sizes.
- To provide onsite amenities and recreational opportunities, such as a community park.

- To provide housing near major transportation and regional trails connections, with increased land use intensities near regional transportation connections.
- To create a community that is family friendly or that could accommodate senior residents.
- To implement the County's Growth Management Program by providing for urban development within the Contra Costa County Urban Limit Line.
- To contribute to the City of Antioch's economic and social viability by creating a community that attracts investment and positive attention.

Considering all factors, the City Council finds that there are specific economic, legal, social, technological, and other considerations associated with the proposed project that outweigh the project's significant unavoidable effect, and the adverse effect is therefore considered acceptable.

6.0 RECORD OF PROCEEDINGS

Various documents and other materials constitute the record upon which the City Council bases these findings and the approvals contained herein. The location and custodian of these documents and materials is: Forrest Ebbs, Community Development Director, City of Antioch, 200 H Street, Antioch, CA 94531.

7.0 FINDINGS WITH RESPECT TO MITIGATION OF SIGNIFICANT ADVERSE IMPACTS, AND ADOPTION OF MITIGATION MONITORING PROGRAM

Based on the entire record before the City and having considered the unavoidable significant impacts of the proposed project, the City Council hereby determines that all feasible mitigation within the responsibility and jurisdiction of the project Applicant has been adopted to reduce or avoid the potentially significant impacts identified in the Final EIR, and that no additional feasible mitigation is available to further reduce significant impacts. The feasible mitigation measures are discussed in Section 3.1 and 3.2, above, and are set forth in the MMRP.

Section 21081.6 of the Public Resources Code requires the City to adopt a monitoring or compliance program regarding the changes in the project and mitigation measures imposed to lessen or avoid significant effects on the environment. The City Council adopts the MMRP for the Wild Horse Multifamily Project, attached to these findings as Exhibit A, because it fulfills the CEQA mitigation monitoring requirements:

 The Mitigation Monitoring and Reporting Program is designed to ensure compliance with the changes in the project and mitigation measures imposed on the project during project implementation; and

 Measures to mitigate or avoid significant effects on the environment are fully enforceable through conditions of approval, permit conditions, agreements, or other measures.

BE IT FURTHER RESOLVED that the Environmental Impact Report for the Wild Horse Multifamily Project is HEREBY CERTIFIED pursuant to the California Environmental Quality Act. All feasible mitigation measures for the Project identified in the EIR and accompanying studies are hereby incorporated into this approval.

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 11th day of January, 2022, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

> ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH



Wild Horse Multifamily Project Mitigation, Monitoring, and Reporting Program

November 12, 2021

Lead Agency:

City of Antioch Planning Division 200 H Street Antioch, CA 94509

Technical Assistance:

Stantec Consulting Services Inc. 1340 Treat Boulevard, Suite 300 Walnut Creek, California 94597

Wild Horse Multifamily Project

Mitigation, Monitoring, and Reporting Program

ACRONYMS AND ABBREVIATIONS

Applicant CCP-Contra Costa Investor, LLC

BAAQMD Bay Area Air Quality Management District

BMPs Best Management Practices

CEQA California Environmental Quality Act

City City of Antioch

EIR Environmental Impact Report

MLD Most Likely Descendant

MMRP Mitigation, Monitoring, and Reporting Program

NAHC Native American Heritage Commission

PRC Public Resources Code

proposed project Wild Horse Multifamily Project

SWPPP Stormwater Pollution Prevention Program

Wild Horse Multifamily Project Mitigation, Monitoring, and Reporting Program

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1.0 MITIGATION MONITORING AND REPORTING PROGRAM

The purpose of the Mitigation, Monitoring, and Reporting Program (MMRP) is to provide the City of Antioch (City) Community Development Department and CCP-Contra Costa Investor, LLC (Applicant) with a comprehensive list of the mitigation measures identified in the Environmental Impact Report (EIR) for the Wild Horse Multifamily Project (proposed project).

1.1 INTRODUCTION

The City is acting as the Lead Agency, as defined by the California Environmental Quality Act (CEQA). In accordance with Public Resources Code (PRC) section 21081.6, a Lead Agency that approves or carries out a project with potentially significant environmental effects shall adopt a "reporting or monitoring program for the changes to the project which it has adopted or made a condition of a project approval to mitigate or avoid significant effects on the environment."

The CEQA Guidelines provide direction for clarifying and managing the complex relationships between a Lead Agency and other agencies with respect to implementing and monitoring mitigation measures. In accordance with CEQA Guidelines section 15097(d), "each agency has the discretion to choose its own approach to monitoring or reporting; and each agency has its own special expertise." This discretion will be exercised by implementing agencies at the time they consider any of the activities identified in the environmental document.

This MMRP is a working guide to facilitate both the implementation of the mitigation measures and the monitoring, compliance, and reporting activities by the City and any monitors it may designate. If the City adopts the EIR for the proposed project, it will adopt the MMRP.

1.2 OVERVIEW OF THE MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is presented in the following table and includes the following components:

- The list of mitigation measures contained in the EIR, as adopted by the City;
- The party responsible for implementing the mitigation measure;
- The timing for implementation of the mitigation measure;
- The agency responsible for monitoring implementation of the mitigation measure;
 and
- The monitoring action and frequency.

The City and its contractors will be required to comply with this MMRP in all respects. In any instance where non-compliance occurs, the City-designated environmental monitors will issue a warning to the construction supervisor and the City's Project



Wild Horse Multifamily Project

Mitigation, Monitoring, and Reporting Program

Manager. Any decisions to halt work due to non-compliance will be made by the City. The City's designated environmental monitors will keep records of any incidents on non-compliance with mitigation measures. Copies of these documents will be supplied to the City.

Once construction has begun and is underway, the City will carry out monitoring of the mitigation measures associated with construction. The MMRP will be maintained in the City's files for use in construction and operation of the proposed project.



	Implementation	Timing of	Monitoring Party and Monitoring		Verification o	f Implementation
witigation weasures Party		Implementation	Action	Monitoring Frequency	Action	Date completed with Signature
Section 3.3: Air Quality						***************************************
MM AIR-1: Implement Construction Best Management Practices. The Applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate:	The Applicant Construction Contractor Output Description Contractor	Prior to issuance of grading permit and during construction.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm best management practices (BMPs) are included in project specifications and grading plan.	Prior to issuance of grading permit and throughout the construction phase as needed.		
 All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day 			Confirm BMPs are implemented throughout the construction phase.			
 All haul trucks transporting soil, sand, or other loose material off-site will be covered 						
 All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited 						
All vehicle speeds on unpaved roads shall be limited to 15 miles per hour						
 All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used 						
Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of California Code of Regulations (CCR); clear signage shall be provided for construction workers at all access points			·			
All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications						
All equipment shall be checked by a certified visible emissions evaluator or checked by a						

	Implementation Timing of	Monitoring Party and Monitoring		Verification of Implementation		
Mitigation Measures	Party	Implementation Action		Monitoring Frequency	Action	Date completed with Signature
certified mechanic and determined to be running in proper condition prior to operation					***************************************	
 Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person will respond and take corrective action within 48 hours. The Bay Area Air Quality Management District's phone number will also be visible to ensure compliance with applicable regulations. 						
Section 3.4: Biological Resources					7/ WARETH	
MM BIO-1: Avoid Disturbance of Nesting Birds and Pre-Construction Nesting Bird Surveys. If project activities occur during the nesting season for native birds (February 15 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors: • Pre-construction nesting bird survey for species protected by the Migratory Bird Treaty Act and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 14 days prior to the start of construction activities. • If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified biologist, but no construction activities shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.	The Applicant Construction Contractor Qualified biologist	No more than 14 days prior to the start of project construction activities.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm nesting bird surveys are conducted within 14 days of starting construction work Confirm pre-construction clearance by qualified biologist If active nests of protected species are found, confirm buffer zone has been established	Prior to issuance of grading permit and throughout the construction phase as needed.		
MM BIO-2: Pre-construction Swainson's Hawk Surveys. If project construction-related activities would take place during the nesting season (February through August), pre-construction surveys for nesting Swainson's hawks within 0.5-mile radius of the project shall be conducted within 14 days prior to construction activity. Surveys shall be conducted in a manner that maximizes the potential to observe the adult	Applicant Construction Contractor Qualified Biologist	No more than 14 days prior to the start of project construction activities.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm surveys are conducted within 14 days of starting construction work	Prior to issuance of grading permit and throughout the construction phase as needed.		

	Implementation	Timing of	Blowiteries Destroyed Bloods		Verification o	f Implementation
Mitigation Measures	Party	Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Action	Date completed with Signature
Swainson's hawks, as well as the nest/chicks second. To meet the California Department of Fish and Game's recommendations for mitigation and protection of Swainson's hawks, surveys shall be conducted for a 0.5-mile radius around all project activities, and if active nesting is identified within the 0.5-mile radius, consultation is required. Methodology for surveys can be found in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley — Swainson's Hawk Technical Advisory Committee (2000).			Confirm pre-construction clearance by qualified biologist If active nests are found, confirm consultation has been conducted			
MM BIO-3: Pre-Construction Burrowing Owl Surveys. A burrowing owl pre-construction survey shall take place before any construction activities commence. They shall be conducted whenever burrowing owl habitat or sign is encountered on or adjacent to (within 150 meters) of a project site. If a burrowing owl or sign is present on the Property, three additional protocol level surveys shall be initiated. Once these surveys have been completed to identify the owl's location, disturbance buffers shall be placed around each active burrow. No disturbance shall occur within 200 meters (approximately 655 feet) of occupied burrows during the breeding season (February 1 through August 31) and/or within 50 meters (approximately 165 feet) of occupied burrows during non-breeding season (September 1 through January 31). Preconstruction surveys shall be completed no more than 14 days prior to initiating ground disturbing activities.	Applicant Construction Contractor Qualified Biologist	No more than 14 days prior to the start of project construction activities.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm pre-construction survey has been conducted no more than 14 days prior to start of construction activities If active burrows are found, confirm buffer zone has been established	Prior to issuance of grading permit and throughout the construction phase as needed.		
MM BIO-4: Avoidance and Minimization Measures for Alameda Whipsnake. In order to prevent Alameda Whipsnake (AWS) from entering construction areas during project development, a wildlife exclusion fence shall be placed along the property boundary prior to ground disturbing activities. The avoidance and minimization measures for AWS are as follows: The wildlife exclusion fence shall be at least three feet high and entrenched three to six inches into the ground.	Applicant Construction Contractor Qualified Biologist	Immediately prior to initial ground disturbing activities.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm wildlife exclusionary fencing has been places prior to ground disturbing activities. Confirm pre-construction clearance by qualified biologist prior to initial ground disturbance activities. Confirm qualified biologist has provided worker education prior to construction activities.	Prior to initial ground disturbance activities and throughout the construction phase as needed.		



	Implementation	Implementation Timing of	Monitoring Party and Monitoring		Verification of Implementation		
Mitigation Measures		Implementation	Action	Monitoring Frequency	Action	Date completed with Signature	
Exclusion funnels shall be included in the fence design so that terrestrial species are able to vacate the project Site prior to disturbance.						- vmostivitory c	
Monofilament netting, which is commonly used in straw wattle and other erosion preventatives, shall not be used on the project site in order to prevent possible entrapment of both common and special status terrestrial wildlife species.							
Trenches shall be backfilled, covered, or left with an escape ramp at the end of each workday. Trenches left open overnight shall be inspected each morning for trapped wildlife species.							
Immediately prior to initial ground disturbance (i.e., the morning of ground disturbance), a qualified biologist shall perform a preconstruction survey in order to ensure no AWS are present. The biologist shall remain on site for initial ground disturbance if suitable AWS refugia will be disturbed, i.e., small mammal burrows, foundations, large woody debris.						·	
 Prior to the initiation of work activities, the qualified biologist shall also provide worker education regarding AWS. The training shall cover identification of AWS and what to do if an AWS is discovered in the project site. 							
MM BIO-5: Pre-construction Surveys for San Joaquin Kit Fox. Pre-construction surveys shall be conducted no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any project activity likely to impact the San Joaquin kit fox. Surveys shall identify kit fox habitat features on the project site and evaluate use by kit fox and, if possible, assess the potential impacts to the kit fox by the proposed activity. The status of all dens shall be determined and mapped (USFWS 2011). Written results of pre-construction surveys must be received by the Service within five days after survey completion and prior to the start of ground disturbance and/or construction activities. If a natal/pupping den is discovered within the project site or within 200-feet of the project boundary, the Service shall be immediately notified and under no circumstances shall the den be disturbed or destroyed without prior authorization. If the pre-construction	Applicant Construction Contractor Qualified Biologist	No less than 14 days and no more than 30 days prior to start of construction activities.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm pre-construction survey has been conducted. Confirm pre-construction clearance by qualified biologist and written report has been submitted to US Fish and Wildlife Service. If active dens are found, confirm buffer zone has been established and US Fish and Wildlife Service has been contacted and notified.	Prior to issuance of grading permit and throughout the construction phase as needed.			

	Implementation Timing of	Monitoring Party and Monitoring	g	Verification of Implementation		
Mitigation Measures	Party	Iming of Implementation	Action	Monitoring Frequency	Action	Date completed with Signature
survey reveals an active natal pupping or new information, the Applicant shall contact the Service immediately to obtain the necessary take authorization/permit.						
MiM BIO-6: Pre-construction American Badger Surveys. A qualified biologist shall survey for American badger concurrent with the pre-construction survey for burrowing owl. If badgers are detected, the biologist shall passively relocate badgers out of the work area prior to construction if feasible. If an active den is detected within the work area, the project proponent shall avoid the den, if feasible, until the qualified biologist determines the den is no longer active. Dens that are determined to be inactive by the qualified biologist shall be collapsed by hand to prevent occupation of the burrow between the time of the survey and construction activities.	Applicant Construction Contractor Qualified Biologist	No more than 14 days prior to the start of project construction activities.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm pre-construction survey has been conducted. If an active den is found, confirm buffer zone has been established or relocation of badgers has been conducted.	Prior to issuance of grading permit and throughout the construction phase as needed.		
Section 3.5: Cultural Resources						
MM CUL-1: Workers Awareness Training. Prior to the start of any ground disturbing activities, a cultural resources awareness training shall be provided for all construction personnel involved in project implementation. The training shall be provided by a qualified cultural resources specialist and if they choose to participate, a representative of the Indian Canyon Band of Costanoan Ohlone People. The training program shall include relevant information regarding sensitive cultural resources and tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program shall also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and shall outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program shall also underscore the requirement for confidentiality and culturally appropriate treatment for any find of significance to Native Americans and behaviors, consistent with Native American tribal values. A sign-in sheet shall be distributed to all participants of the training program and submitted to the City within two weeks of program completion.	Applicant Construction Contractor Qualified archaeologist	Pre-construction: Prior to ground disturbing activities.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities. Confirm a qualified archaeologist provides worker awareness training prior to start of any ground disturbing activities.	Prior to issuance of grading permit and throughout the construction phase as needed.		

					Verification of Implementation		
Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Action	Date completed with Signature	
MM CUL-2: Cultural Materials Discovered During Construction. If any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a Secretary of the Interior-qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation 523 series forms. All forms and associated reports will be submitted to the Northwest Information Center of the California Historical Resources Information System. The archaeologist shall determine whether the resource requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the resource is determined to be eligible for listing on the California Register of Historical Resources as a unique archaeological resource as defined in Public Resources Code (PRC) Section 15064.5, the archaeologist shall develop a plan for the treatment of the resource. The plan shall contain appropriate mitigation measures, including avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2.	Construction Contractor Qualified archaeologist	During the construction phase.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities. If cultural resources are discovered during construction, confirm activities are halted until appropriate treatment measures are implemented.	Prior to issuance of grading permit and throughout the construction phase as needed.			
MM CUL-3: Human Burials Encountered During Construction. If ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed: There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the County Coroner and the appropriate City representatives of the Coroner and the City shall be permitted onto the project area and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 5097.98, et seq. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are Native American, the Coroner shall contact the Native	Construction Contractor Qualified archaeologist	During the construction phase.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities. If human remains are discovered during construction, confirm activities are halted until appropriate treatment measures are implemented.	Prior to issuance of grading permit and throughout the construction phase as needed.			

	Implementation Timing of	Monitoring Party and Monitoring		Verification of Implementation		
Mitigation Measures	Party		Action	Monitoring Frequency	Action	Date completed with Signature
American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.				·		
Section 3.7: Geology and Soils	· · · · · · · · · · · · · · · · · · ·					
MM GEO-1: Implement Geotechnical Design Recommendations. Prior to issuance of grading permits, the Applicant shall incorporate all design specifications and recommendations contained within the geotechnical investigation report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site plans shall be submitted to the City and reviewed as part of the building permit review process.	Applicant	Prior to issuance of grading permit.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm all design specifications and recommendations contained in the geotechnical investigation report has been incorporated into project plans and submitted to the City.	Once during building permit review process.		
MM GEO-2: Implement Potential Liquefaction Hazard Recommendations. Prior to the Issuance of building permits, the Applicant shall submit to the City of Antioch Building Department, for review and approval, a design-level geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer. The design-level report shall include measures to address construction requirements to mitigate, at a minimum, slope stability, liquefiable soils, and ground shaking. Recommendations of adequate and appropriate measures will be implemented, including, but not limited to designing foundations in a manner that limits the effects of liquefaction; the placement of an engineered fill with low liquefaction potential; and the alternative siting of structures in areas with a lower liquefaction risk.	Applicant	Prior to issuance of grading permit.	Monitoring Party: City of Antioch Community Development Department City of Antioch Building Department Monitoring Action: Confirm design-level engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer has been submitted to the City of Antioch Building Department. Confirm design-level report recommendations have been incorporated into project plans.	Once during building permit review process.		

	Implementation Timing of Party Implementation	Timing of	Monitoring Party and Monitoring		Verification of Implementation	
Mitigation Measures		Action	Monitoring Frequency	Action	Date completed with Signature	
MM GEO-3: Procedures for Paleontological Resources Discovered During Construction. If any paleontological resources are encountered during ground-disturbing or subsurface construction activities e.g., trenching, grading), all construction activities within a 50-foot radius of the identified resource shall pease and the City shall immediately be notified. The Applicant shall retain a qualified paleontologist (as approved by the City) to evaluate the find and recommend appropriate treatment of the inadvertently discovered paleontological resource. The appropriate reatment of an inadvertently discovered paleontological resource shall be implemented to ensure that impacts to the resource are avoided.	Construction Contractor Qualified paleontologist	During the construction phase.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm selection of qualified paleontologist. If paleontological resources are encountered during construction, confirm construction activities are halted until appropriate treatment measures are implemented.	Prior to issuance of grading permit and throughout the construction phase as needed.		
Refer to Mitigation Measure HYD-1: Prepare and Impler	nent a Stormwater Poll	ution Prevention Plan (SW	PPP) in Section 3.10, Hydrology and Wat	ter Quality.		
Section 3.9: Hazards and Hazardous Materials		··········	***************************************			
efer to Mitigation Measures HYD-1: Prepare and Imple	ment a SWPPP in Sec	tion 3.10, Hydrology and \	Vater Quality.			
ection 3.10: Hydrology and Water Quality				***************************************	***************************************	
MM HYD-1: Prepare and Implement a SWPPP. Prior of the issuance of any construction-related permits, the	ApplicantConstruction	Prior to issuance of grading permits and	Monitoring Party: City of Antioch Community	Once at the time of contractor specifications		

MM HYD-1: Prepare and Implement a SWPPP. Prior to the issuance of any construction-related permits, the Applicant shall prepare and submit a Notice of Intent to the State Water Resources Control Board and prepare a Stormwater Pollution Prevention Plan (SWPPP) in compliance with the National Pollutant Discharge Elimination System General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control best management practices (BMPs) to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following:

Applicant Prior to issuance of grading permits and during construction.

City of Antioch Community
 Development Department
 Monitoring Action:

 Confirm requirements of the approved SWPPP are included in project specifications and implemented throughout the construction phase. Once at the time of contractor specifications review and throughout the construction phase as needed.

 Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches,

	Implementation	Timing of	Monitoring Party and Monitoring		Verification o	f Implementation
Mitigation Measures	Party	Implementation	Action	Monitoring Frequency	Action	Date completed with Signature
shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.			***************************************			
Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.						
 Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater. 						
 Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events. 						
 Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff. 						
 Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces will be left without erosion control measures in place during the winter and spring months. 						
 A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used onsite. The plan will also require the proper storage, handling, use, and disposal of petroleum products. 		:				
 Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing 						

	Implementation Timing of	Monitoring Party and Monitoring		Verification of Implementation		
Mitigation Measures	Party	Implementation	Action	Monitoring Frequency	Action	Date completed with Signature
vegetation will be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.					***************************************	
Section 3.13: Noise	•					1
MM NOI-1: Interior Traffic Noise Levels. Implement the requirements listed in Policy 11.6.2.d in the City of Antioch General Plan to reduce interior noise levels within the multifamily buildings to 45 dB(A) Ldn. Policy 11.6.2.d states the following: "Where new development (including construction and improvement of roadways) is proposed in areas exceeding the noise levels identified in the General Plan Noise Objective, or where the development of proposed uses could result in a significant increase in noise, require a detailed noise attenuation study to be prepared by a qualified acoustical engineer to determine appropriate mitigation and ways to incorporate such mitigation into project design and implementation."	Applicant Qualified Acoustical Engineer	Prior to issuance of grading permit.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm detailed noise study has been prepared by a qualified acoustical engineer Confirm appropriate mitigation has been incorporated into the project design	Once during design review phase.		
MMI NOI-2: Project Fixed-Source Noise. The noise from all mechanical equipment associated with the project shall comply with the requirements in Policy 11.6.2.e in the City of Antioch General Plan and the maximum noise level limits listed in Section 9-5.1901, Paragraph A in the City of Antioch Code of Ordinances. Policy 11.6.2.e in the City of Antioch General Plan states the following: "When new development incorporating a potentially significant noise generator is proposed, require noise analyses to be prepared by a qualified acoustical engineer. Require the implementation of appropriate noise mitigation when the proposed project will cause new exceedances of General Plan noise objectives, or an audible (3.0 dB(A)) increase in noise in areas where General Plan noise objectives are already exceeded as the result of existing development." Section 9-5.1901, Paragraph A in the City of Antioch Code of Ordinances states "Uses adjacent to outdoor living areas (e.g., backyards for single-family homes and patios for multifamily units) and parks shall not cause an increase in background ambient noise which will exceed 60 CNEL."	Applicant Qualified Acoustical Engineer	Prior to issuance of grading permit.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm noise analysis has been conducted by a qualified acoustical engineer Confirm equipment has been designed to incorporate mitigation measures as needed	Once during design review phase.		

	Implementation	Timing of	Monitoring Party and Monitoring		Verification of	Implementation
Mitigation Measures	Party	Implementation	Action	Monitoring Frequency	Action	Date completed with Signature
MM NOI-3: Construction Activity. All construction activity shall follow the time and noise reduction measure requirements listed in Policies 11.6.2.i, j, k, m, and n in the City of Antioch General Plan and Sections 5-17.04 and 5-17.05 in the City of Antioch Code of Ordinances as follows: i. Ensure that construction activities are regulated as to hours of operation in order to avoid or mitigate noise impacts on adjacent noise-sensitive land uses.	Applicant Construction Contractor	Prior to issuance of grading permit and during construction.	Monitoring Party: City of Antioch Community Development Department Monitoring Action: Confirm requirements are implemented prior to and during construction	Once at the time of contractor specifications review and throughout the construction phase as needed.		
j. Require proposed development adjacent to occupied noise sensitive land uses to implement a construction-related noise mitigation plan. This plan would depict the location of construction equipment storage and maintenance area, and document methods to be employed to minimize noise impacts on adjacent noise sensitive land uses.						
k. Require that all construction equipment utilize noise reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer.						
I. Prior to the issuance of any grading plans, the City shall condition approval of subdivisions and non-residential development adjacent to any developed/occupied noise-sensitive land uses by requiring applicants to submit a construction-related noise mitigation plan to the City for review and approval. The plan should depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of the project through the use of such methods as:						
The construction contractor shall use temporary noise-attenuation fences, where feasible, to reduce construction noise impacts on adjacent noise sensitive land uses.						
 During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is 					-	

Mitigation Measures

Implementation Party

Timing of Implementation

3° 1 - 1 6					
directed away from sensitive receptors nearest the project site.					
· •					
The construction contractor shall locate					
equipment staging in areas that will create the					
greatest distance between construction-related noise sources and noise-sensitive receptors					
nearest the project site during all project					
construction.					
The construction contractor shall limit all					
construction-related activities that would result in high noise levels to between the hours of	!				
7:00 a.m. and 7:00 p.m. Monday through					
Saturday, No construction shall be allowed on					
Sundays and public holidays.					
m. The construction-related noise mitigation plan					
required shall also specify that haul truck deliveries					
be subject to the same hours specified for					
construction equipment. Additionally, the plan shall	•			•	
denote any construction traffic haul routes where					
heavy trucks would exceed 100 daily trips (counting	}				•
those both to and from the construction site). To the					
extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential					
dwellings. Lastly, the construction-related noise					
mitigation plan shall incorporate any other					
restrictions imposed by the City.					
Section 5-17.04 "Heavy Construction Equipment					
Noise" and Section 5-17.05 "Construction Activity					
Noise" states it shall be unlawful for any person to					
operate heavy construction equipment or be					
involved in construction activity during the hours					
specified below:					
1) On weekdays prior to 7:00 a.m. and after 6:00					
p.m.					
On weekdays within 300 feet of occupied dwelling space, prior to 8:00 a.m. and after 5:00					
p.m.		1			
1 '					
 On weekends and holidays, prior to 9:00 a.m. and after 5:00 p.m., irrespective of the distance 					
from the occupied dwelling.					
		1	1	L	

Monitoring Party and Monitoring Action

Monitoring Frequency

Verification of Implementation

Action

Date completed with Signature

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
Section 3.18: Tribal Cultural Resources						

Refer to Mitigation Measures CUL-1: Workers Awareness Training, CUL-2: Cultural Materials Discovered During Construction, and CUL-3: Human Burials Encountered During Construction in Section 3.5, Cultural Resources.

ATTACHMENT B

CITY COUNCIL RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A GENERAL PLAN AMENDMENT AMENDING THE LAND USE DESIGNATION FOR THE WILD HORSE MULTIFAMILY PROJECT FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL

WHEREAS, the City of Antioch (City) received an application from CCP-Contra Costa Investor, LLC (Applicant), seeking approval of the following: EIR Certification, General Plan Amendment, Rezone to Planned Development District, Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17);

WHEREAS, the project site consists of an approximately 11.72 acre parcel located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN: 041-022-003);

WHEREAS, a Final Environmental Impact Report (Final EIR) and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15162;

WHEREAS, on December 1, 2021, the Planning Commission recommended to the City Council certification of the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, on January 11, 2022, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan;

WHEREAS, the primary purpose of the General Plan Amendment is to ensure consistency between the City of Antioch General Plan and the Project;

WHEREAS, the proposed project requires amendments to the General Plan Land Use Map to redesignate the site from Low Density Residential to High Density Residential,

RESOLUTION NO 2022/** JANUARY 11, 2022 Page 2

WHEREAS, project site is adjacent to similar residential and commercial uses and has been designed pursuant to City hillside development policies;

WHEREAS, the proposed project site is of adequate size to accommodate the proposed development;

WHEREAS, the proposed project will provide adequate infrastructure to accommodate the proposed development;

WHEREAS, on December 1, 2021 the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary;

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

WHEREAS, on January 11, 2022, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

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

- The proposed project conforms to the provisions and standards of the General Plan because the proposed amendment is internally consistent with all other provisions of the General Plan and does not conflict with any of the previously adopted Goals, Policies and Programs of the General Plan;
- The proposed Amendment is necessary to implement the goals and objectives of the General Plan because the project will further implement the City of Antioch Housing Element;
- The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City because the Amendment will result in a logical placement of land uses consistent with the overall intent of the General Plan;
- 4. The proposed project will not cause environmental damage because the Wild Horse Multifamily Project Final Environmental Impact Report and a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared for the project, which mitigated environmental impacts to the extent feasible. For significant and unavoidable impacts, the City Council adopted a Statement of Overriding Considerations; and

RESOLUTION NO 2022/** JANUARY 11, 2022 Page 3

5. The Proposed General Plan Land Use Map Amendment will not require changes to or modifications of any other plans that the City Council adopted before the date of this resolution.

BE IT FURTHER RESOLVED that the City Council hereby adopts the General Plan Land Use Map Amendment (GP-20-03) re-designating the site identified by Assessor's Parcel Number 041-022-003 from Low Density Residential to High Density Residential.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 11th day of January 2022 by following vote:

AYES: NOES: ABSTAIN: ABSENT:

ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch

ATTACHMENT C

ORD	IΝΑ	NCE	NO.	
A	15 27 1		E G 495 B	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE THE APPROXIMATELY 11.72 ACRE WILD HORSE MULTIFAMILY PROJECT SITE (APN 041-022-003) FROM PLANNED DEVELOPMENT DISTRICT (PD 86-3.1) TO PLANNED DEVELOPMENT DISTRICT (PD-20-01)

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

The City Council determined on January 11, 2022, that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP) prepared for project, and on the basis of the whole record before it, the EIR and MMRP for the Wild Horse Multifamily Project should be adopted.

SECTION 2:

At its regular meeting of December 1, 2021, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Planned Development District to Planned Development District (PD-20-01) for the Wild Horse Multifamily Project.

SECTION 3:

The real property described in Exhibit A, attached hereto, is hereby rezoned from Planned Development District (PD 86-3.1) to Planned Development (PD-20-01) for the Wild Horse Multifamily Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APN 051-140-002), known as the Wild Horse Multifamily Project, are herein incorporated into this ordinance, and are binding upon said property.

Development Standards for the Wild Horse Multifamily Project Planned Development District (PD-20-01)

Development Standards for Wild Horse Multifamily Project	PD Zoning Standards for Multifamily Residential Project	
Maximum height	45'	
Maximum stories	3	
Maximum Number of Units	126	
Maximum Lot Coverage	40%	
Minimum Front Yard Landscaping Setbacks	From Wild Horse Right of Way: 10'	
Minimum Side Yard Setbacks	From western property line: 20'	
Minimum Rear Yard Setbacks	From eastern (Highway 4) property line: 10'	
Minimum paseo width	30', but patios, balconies, and porches may encroach 6' on either side of the paseo	
Minimum Distance between buildings	15'	
Accessory Structure Setbacks	Not permitted	
Covered Patio / California Room	Not permitted	
Parking	Minimum two car garage, with minimum stall dimensions of 10' by 20'	
	A minimum ratio of 1 per 5 guest parking stalls shall be provided	
	A maximum of 50% of the garages may be tandem	
Minimum alley width	26'	
Open Space	Common: 200 square feet per unit Private: 60 square feet per unit	
RV Parking	RV parking is prohibited.	

Section 5

The allowed uses, as defined below, for the subject property (APN 041-022-003), known as the Wild Horse Multifamily Project, are herein incorporated into this ordinance, and are binding upon said property.

Multi-Family Residential Uses. Allowed uses within Wild Horse Multifamily Project shall be those uses as allowed in the R-20 Medium Density Residential District as established in Section 9.5.3803 of the City of Antioch Municipal Code.

Similar Use Determination. Additional uses not specifically listed in the following table maybe be allowed where the Community Development Director determines a proposed use is substantially similar to a listed use. Such use would be subject to any reviews and limitations noted herein for the listed use that is identified as similar.

SECTION 6:

The City Council finds that the that the proposed zone reclassification will allow uses more suitable uses for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with the Antioch General Plan.

SECTION 7:

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.

ATTEST:	Lamar Thorpe, Mayor		
AYES: NOES: ABSENT: ABSTAIN:			
I HEREBY CERTIFY that the forgoing ordinance was introduced and meeting of the City Council of the City of Antioch, held on the 11 th of and passed and adopted at a regular meeting thereof, held 2022, by the following vote:	day of January 2022,		

Exhibit A

LEGAL DESCRIPTION

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

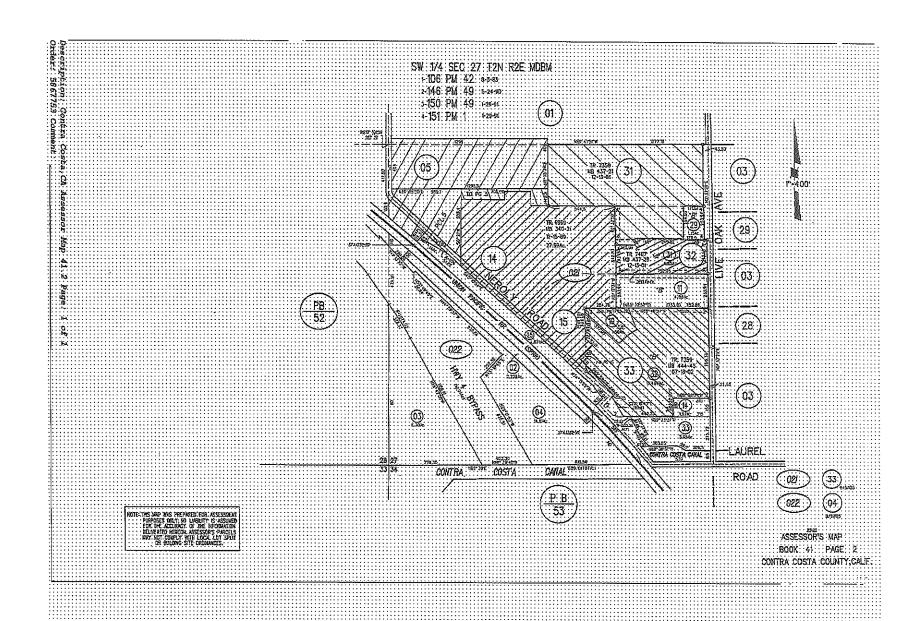
A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO MORIMOTO RECORDED MARCH 8, 2001 IN RECORDERS SERIES NUMBER 2001-54575, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SAID SOUTHWEST CORNER IS SHOWN ON THE RECORD OF SURVEY FILED JANUARY 27, 1988 IN BOOK 86 OF LICENSED SURVEYORS MAPS AT PAGE 33, CONTRA COSTA COUNTY RECORDS; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE WEST LINE OF SAID MORIMOTO PARCEL (2001-54575) NORTH 01°22′14" EAST 112.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING,

CONTINUING ALONG THE WEST LINE OF SAID MORIMOTO PARCEL (2001-54575) NORTH 01°22′14" EAST 97.76 FEET; THENCE LEAVING SAID WEST LINE SOUTH 77°44′30" EAST 420.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,102.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 229.90 FEET THROUGH A CENTRAL ANGLE OF 11°57′12″; THENCE SOUTH 89°41′42" EAST 65.56 FEET; THENCE SOUTH 28°43′21" EAST 109.79 FEET; THENCE NORTH 89°41′42" WEST 118.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,198.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 249.93 FEET THROUGH A CENTRAL ANGLE OF 11°57′12"; THENCE NORTH 77°44′30" WEST 401.99 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, 50 PERCENT OF ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM, OTHER HYDROCARBON AND ALL CHEMICAL GAS NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PORTION OF THE LANDS ABOVE DESCRIBED LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE 50 PERCENT OF ALL SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE THEREOF, INCLUDING THE RIGHT TO GRANT LEASES FOR ALL OR ANY OF SAID PURPOSES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR UPON ANY PORTION THEREOF, WITHIN 500 FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM BERNARD M. DUNCAN AND HELEN L. DUNCAN, HIS WIFE, AND WILLIAM R. SICKENBERGER AND BARBARA L. SICKENBERGER, HIS WIFE, RECORDED JULY 28, 1965, IN BOOK 4919, PAGE 260, OFFICIAL RECORDS.

APN: 041-022-003-2 (Affects this and other properties)



ATTACHMENT D

CITY COUNCIL RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A VESTING TENTATIVE MAP, FINAL DEVELOPMENT PLAN, AND DESIGN REVIEW FOR THE WILD HORSE MULTIFAMILY PROJECT

WHEREAS, the City of Antioch (City) received an application from CCP-Contra Costa Investor, LLC (Applicant), seeking approval of the following: EIR Certification, General Plan Amendment, Rezone to Planned Development District, Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17);

WHEREAS, the project site consists of an approximately 11.72 acre parcel located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN: 041-022-003);

WHEREAS, a Final Environmental Impact Report (Final EIR) and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15162;

WHEREAS, on December 1, 2021, the Planning Commission recommended to the City Council certification of the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, on January 11, 2022, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, the applicant has prepared Design Guidelines for the Project in order to customize the City of Antioch's Residential Design Guidelines specifically for the Project;

WHEREAS, on October 21, 2021, the Parks and Recreation Commission considered the Wild Horse Multifamily Project and did recommend to the Planning Commission that the project be obligated to pay \$119,700 in parkland dedication in lieu fees. The Planning Commission did recommend to the City Council on December 1, 2021 that the project be obligated to pay \$119,700 in parkland dedication in lieu fees;

WHEREAS, on December 1, 2021, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, and recommended approval of a Vesting Tentative Subdivision Map, Final Development Plan, and Design Review to the City Council;

RESOLUTION NO 2022/** JANUARY 11, 2022 Page 2

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

WHEREAS, on January 11, 2022, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED, that the City Council makes the following required findings for approval of a Vesting Tentative Subdivision Map:

- The Vesting Tentative Subdivision Map, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site has a proposed General Plan Designation of High Density Residential and the Vesting Tentative Subdivision Map will accommodate uses that are consistent with the proposed General Plan designation.
- 2. The project proposed by the Vesting Tentative Subdivision Map for Condominium Purposes complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The City's Planning and Engineering staff have reviewed the Vesting Tentative Subdivision map and evaluated the effects of the map proposed and have determined that the Vesting Tentative Map, as conditioned, complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.
- 3. The Project's conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with all applicable City standards.

BE IT FURTHER RESOLVED, that the City Council makes the following findings for approval of a Final Development Plan:

- 1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability, and the uses proposed will not be detrimental to present and potential surrounding uses but instead will have a beneficial effect which could not be achieved under another zoning district because the project will provide new housing options to the area while remaining compatible with existing surrounding development. The project is designed to function independently while remaining interconnected through pathways and access for both vehicles and pedestrians.
- 2. The streets and thoroughfares proposed meet the standards of the city's Growth Management Program and adequate utility service can be supplied to all phases of the development because the Project design minimizes traffic impacts to the existing street system and encourages internal pedestrian circulation within the development. The Project will be required to construct all required streets and

utilities to serve the project. The final design, location, and size of these improvements will be subject to the approval of the City Engineer. As shown in the project's Final EIR, adequate utility service can be supplied to the project. the project will be constructing all the required streets and utilities to serve the project.

- 3. Any commercial components are justified economically at the location(s) proposed. There are no commercial components to the project
- 4. Any residential component will be in harmony with the character of the surrounding neighborhood and community and will result in densities no higher than that permitted by the General Plan because the project has been designed to comply with City density standards, and the proposed densities are within General Plan allowances. The project includes multifamily development that is consistent with the overall intent of the General Plan.
- 5. Any industrial component conforms to applicable desirable standards and will constitute an efficient, well-organized development with adequate provisions for railroad and/or truck access and necessary storage and will not adversely affect adjacent or surrounding development. There are no industrial components of the project.
- 6. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted. The proposed PD zone was intended to allow for current and future flexibility in development. Minor deviations to development standards have been incorporated into the Wild Horse Multifamily Project Planned Development Ordinance that respond to specific limitations, including topography and existing infrastructure, of the project site.
- 7. The area surrounding the P-D District can be planned and zoned in coordination and substantial compatibility with the proposed development because the land surrounding the Project is already developed and the proposal has been designed to compatible with surrounding uses.
- 8. The P-D District conforms to the General Plan of the city because the amendment to the General Plan to change the designation of the site to High Density Residential allows continues to allow residential development to occur at the site while allowing flexibility of development types. The intent of the General Plan is being maintained.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby APPROVE a Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and

RESOLUTION NO 2022/**
JANUARY 11, 2022
Page 4

associated improvements on an approximately 11.72 acre project site, known as the Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17) located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN: 041-022-003) subject to the following conditions:

A. GENERAL CONDITIONS

- 1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions.
- Concurrent with the first submittal of grading or improvement plans, the developer shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
- 3. This approval expires two years from the date of approval (Expires January 11, 2024) unless a building permit has been issued and construction has diligently commenced thereon and not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one, one-year extension shall be granted.
- 4. The developer shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, developer shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
- 5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
- 6. Permits or approvals, whether discretionary or ministerial, will not be considered if the developer is not current on fees, reimbursement and/or other payments that are due the City.
- 7. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
- 8. All required easements or rights-of-way for improvements shall be obtained by the developer at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.

9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the parcel map for condominium purposes or subsequent separate document as approved by City Engineer.

B. VESTING TENTATIVE MAP CONDITIONS

- 1. The Vesting Tentative Map for condominium purposes approval is subject to the time lines established in the State of California Subdivision Map Act.
- 2. Approval is based upon substantial conformance with the Vesting Tentative Map for condominium purposes prepared on August 10, 2020, revised on October 26, 2020 and stamped received by the Community Development Department on October 30, 2020.
- 3. Approval of this Vesting Tentative Map for condominium purposes shall not constitute the approval of any improvements shown on the Vesting Tentative Map for condominium purposes and shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

C. DISTRICTS AND ANNEXATION

- 1. Prior to filing of a parcel map for condominium purposes for recording, the developer shall annex into the District 1 Zone 1 Lighting and Landscaping District (LLD) and accept a level of annual assessments sufficient to maintain public facilities in the vicinity of the project area at no cost to the City. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
- 2. Prior to filing of a parcel map for condominium purposes for recording, the developer shall annex into CFD 2018-02 (Police Protection).

D. HOME OWNERS ASSOCATION AND CC&RS

- 1. The developer shall establish a Home Owners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining all on-site landscaping, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), street lighting, bioretention basins, and storm drain facilities.
- 2. The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter

RESOLUTION NO 2022/**
JANUARY 11, 2022
Page 6

and curb ramps), bio-retention basins, storm drain facilities, street lighting, and all other HOA facilities and amenities not maintained by the HOA to an acceptable City level.

- 3. A parking lot sweeping program shall be implemented that, at a minimum, provides for sweeping immediately prior to the storm season and prior to each storm event.
- Subject to approval by the state, the Codes, Covenants and Restrictions 4. (CC&Rs) for the subdivision shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, streetlights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and the City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:
 - City approvals of uses or external modifications.
 - Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the first building permit.

E. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code and is restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager. Requests for

alternative days/time may be submitted in writing to the City Engineer for consideration.

- 2. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.
- Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with a contact number of the developer, City staff, and the air quality control board.
- 4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. SITE AND PROJECT DESIGN

- 1. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and approved by the City Engineer prior to the issuance of a building permit.
- 2. All proposed improvements shall be constructed to City standards or as approved by the City Engineer.
- 3. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), as approved by the City Engineer.
- 4. All driveways shall be perpendicular or radial to the street centerline, or as approved by the City Engineer.
- 5. Maximum driveway slope shall be 12% or as approved by the City Engineer.
- 6. All driveways shall be a minimum of five feet (5') from the curb return.
- 7. Curb ramps shall meet the latest version of Caltrans ramps.
- 8. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:
 - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).
 - Adjacent to vertical curb, 4.5 feet excluding curb.

- 9. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer.
- 10. A minimum of a twenty-foot (20') tangent shall extend beyond the return at intersections at public streets for the maintenance of adequate sight distance, or as approved by the City Engineer.
- 11. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.
- 12. The street names for the streets listed below shall be approved by Planning Commission prior to recordation of the parcel map for condominium purposes. Changes to street names shall require Planning Commission review and approval.
 - Street 'A'
 - Street 'B'
- 13. The developer shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.
- 14. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.
- 15. The developer shall install and maintain streetlights within the project area at no cost to the City.
- 16. Guest parking shall be provided at the site at a minimum rate of one spot per every five units.
- 17. Cul-de-sac parking shall be provided as required by the City Engineer.
- 18. All fencing adjacent to open space (trails and basins) shall be wrought iron or tubular steel and shall be located at the top of slope.
- 19. All standard two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions. All tandem two-car garages shall have a minimum dimension of ten feet by forty feet (10' x 40') clear inside dimensions.

20. The developer and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

G. UTILITIES

- 1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
- All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, or as approved by the City Engineer.
- 3. All sewage shall flow by gravity to the intersecting street sewer main.
- 4. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.
- 5. Prior to the recordation of the parcel map for condominium purposes, the developer shall submit hydrology and hydraulic analyses with a storm water control plan that proves the adequacy of the in-tract drainage system and downstream drainage system to the City for review and approval and to Contra Costa County Flood Control for review at no cost to the City as directed by the City Engineer.
- 6. The detention basin and associated improvements shall be constructed prior to issuance of first building permit for residential structures.
- 7. The developer shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.
- 8. Buildings shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.
- 9. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution Utility features, Collection Utility features, Storm Water Utility features, and inverts associated with these features. Developer shall also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken

RESOLUTION NO 2022/** JANUARY 11, 2022 Page 10

on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the North American 1983 Coordinate System.

H. LANDSCAPING

- Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed, at no cost to the City.
- 2. Final landscape and irrigation plans shall be submitted to the City for review and approval at the time the design review for the multifamily buildings are submitted. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy.
- 3. Landscaping for the project shall be designed to comply with the City of Antioch Water Efficient Landscape Ordinance (WELO). Prior to issuance of a building permit, the developer shall demonstrate compliance with the applicable requirements of the WELO in the landscape and irrigation plans submitted to the City.
- 4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.
- 5. All trees shall be a minimum 15-gallon size and all shrubs shall be a minimum 5-gallon size.

I. FIRE REQUIREMENTS

1. The applicant shall comply with the conditions provided by the Contra Costa Fire Protection District in the letter dated December 23, 2020.

J. FEES

- 1. The developer shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
- Prior to recordation of parcel map for condominium purposes, developer shall pay the Contra Costa County Flood Control District Drainage Area fee per letter dated January 4, 2021 and Contra Costa County map maintenance fee.
- The developer shall pay all pass-through fees. Fees include but are not limited to:

- a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
- b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
- c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the parcel map for condominium purposes.
- d. Contra Costa County Flood Control District Drainage Area fee.
- e. School Impact Fees.
- f. Delta Diablo Sanitation Sewer Fees.
- g. Contra Costa Water District Fees.

K. MODEL HOMES

- 1. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.
- 2. The model home complex parking lot location and design shall be subject to the City Engineer's approval.
- The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

L. GRADING

- 1. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the developer.
- The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
- 3. A grading permit shall be required prior to any grading operations.
- 4. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.

- 5. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
- 6. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
- 7. The swales adjacent to the house structure shall have a minimum of a two percent (2%) slope or as directed by the City Engineer.
- 8. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
- 9. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
- 10. The grading plan for this development shall be approved by the City Engineer.
- 11. All elevations shown on the plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, as approved by the City Engineer.
- 12. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
- 13. All retaining walls shall be of masonry construction.
- 14. Wall and fence locations shall be included on the grading plan.
- 15. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.
- 16. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1, and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
- 17. The minimum concrete gutter flow slope shall be 0.75%.
- 18. All property lines shall be located at the top of slope.

M. CONSERVATION/NPDES

- 1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
- 2. The Project shall meet or exceed Tier 1 of the CALGreen Building Code.
- The project shall comply with all Federal, State, and City regulations for the 3. National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretional Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.
- Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.
- 5. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
 - a. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source

control BMPs, and other features that control storm water flow and potential storm water pollutants.

- b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
- c. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors

and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

- Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.

- 6. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.
- 7. Defined emergency spillway shall be included in the bioretention basin's design to convey potential overflow due to large storm events from the basin and mitigate flooding on adjacent properties and an Operations and Maintenance Manual shall be submitted for basins.

N. PARCEL MAP REQUIREMENTS

- 1. The parcel map for condominium purposes submittal shall include all of the required information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code, including, but not limited to:
 - a. Improvement security in one of the following forms:
 - i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.
 - ii. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.
 - iii. An irrevocable letter of credit in form acceptable to the City Attorney issued by a financial institution acceptable to the City Attorney in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, no part thereof to be released until such time as specified by state law.
 - b. An original, signed improvement agreement, to be executed by the developer, guaranteeing the completion of the construction of the improvements required by the governing body within a specified time and payment therefore, satisfactory to the City Attorney as to legality and satisfactory to the City Engineer as to amount.
 - c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes then a lien but not yet payable, as required by the Subdivision Map Act.
 - d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction;

payment for the street signs to be furnished and installed by the city, if required by the developer; a cash deposit for the payment of such fire hydrant rental fees as may be established by the respective fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.

- e. Deeds for the easements or rights-of-way for road purposes map.
- f. Written evidence acceptable to the city, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.
- g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads rights-of-way, consenting to the dedication of roads or consenting to the joint use of the rightsof-way as may be required by the city for the purpose use and convenience of the roads.
- h. A surety bond acceptable to the city, guaranteeing the payment of the taxes and assessments which will be a lien on the property, as set forth in the Subdivision Map Act, when applicable.
- i. Payment of map maintenance fee.
- j. Payment of the assessment district apportionment fee, if applicable.
- k. Evidence of annexation into Police Services Fee CFD
- I. Evidence of payment of Contra Costa County Flood Control District fees.
- m. A preliminary soil report, prepared by a civil engineer who is registered by the state, based upon adequate test borings or excavations of every subdivision, as defined in Cal. Gov't Code §§ 66490 and 66491. The preliminary soil report may be waived if the City Engineer shall determine that, due to the knowledge of such department as to the soil qualities of the subdivision, no preliminary analysis is necessary.
- Concurrent with, or prior to, submittal of the Final Subdivision Map, the developer shall submit evidence of annexation into all required districts, including Community Facilities District and Lighting and Landscape District.

O. MITIGATION MONITORING AND REPORTING PROGRAM

1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program for the Wild Horse Multifamily Project.

P. PROJECT SPECIFIC CONDITIONS

- 1. This approval applies to the following documents;
 - Vesting tentative map for condominium purposes and final development plans and other design drawings dated received by the Community Development Department on October 30, 2020
 - b. Landscaping plans dated received by the Community Development Department on August 12, 2020
 - c. Su Property Design Guidelines dated received by the Community Development Department on October 30, 2020
 - d. Stormwater Control Plan for Su Property dated received by the Community Development Department on October 30, 2020.
- 2. Prior to the development of the project, the applicant shall secure a use permit and design review approval from the Planning Commission.
- 3. Developer shall record parcel map for condominium purposes prior to the issuance of a building permit.
- 4. Wild Horse Road extension shall be fully landscaped to the satisfaction of the City Engineer, prior to the issuance of the first building permit. Improvements shall be full width (both sides of street) for the full length of Wild Horse Road extension plus the adjacent unimproved street frontage areas. For the purpose of this condition, Wild Horse extension shall be defined as from the intersection with Le Conte Circle up to and including the underpass of Highway 4.
- 5. Developer shall provide all the necessary signing, striping and street improvements along Wild Horse Road necessary to provide safe access to and from their proposed entrance. Improvements may include but not be limited to accessibility, safety signage, view corridors, safe pavement transitions, etc. The entrance shall be a "street cut" design.
- 6. No Parking Any Time (R26) signage shall be installed per California MUTCD standards at locations along project frontage as approved by the City Engineer.
- 7. Stop sign shall be installed at driveway exits onto Wild Horse Road.

- 8. Street 'A', Street 'B', and all interior drive aisles between building units shall have a street width of 26', a minimum traffic index (TI) of 6, and a minimum pavement thickness of 4" AC over 12" Class II AB.
- 9. Street 'A' and Street 'B' shall have 5' sidewalk on both sides of streets.
- 10. The parking lot striping and signing plan shall be approved by the City Engineer.
- 11. All parking spaces shall be double-striped and all parking lot dimensions shall meet minimum City policies and Antioch Municipal Code requirements.
- 12. The City of Antioch franchise waste hauler shall provide approval for the location of all trash enclosures, subject to the approval of the City Engineer. Trash enclosures shall not be located within any easement areas. Trash bins shall not be stored in the required garage space for each unit.
- 13. Trash enclosures shall be screened with landscaping and painted to match the building design. The trash enclosure shall comply with AMC § 9-5.1401 Refuse Storage Area Design Guidelines. The trash enclosures shall be depicted on the Design Review application.
- 14. The applicant shall show a turning template on the site plan verifying that trucks can safely ingress, egress, and successfully maneuver throughout the site.
- 15. Prior to the issuance of the building permit for the construction of the 7th multifamily unit, open space/play area shall be constructed and completed.
- 16. As recommended by the Parks and Recreation Commission on October 21, 2021, the following condition shall apply prior to the issuance of the 1st building permit:
 - Park-in-lieu fees in the amount of \$119,700 shall be paid to the City of Antioch to meet the Project's park land dedication obligation.
- 17. The final private park design shall be reviewed and approved by the Parks and Recreation Commission prior to the issuance of a building permit for the park.
- 18. The private park shall meet all the City's park design standards current at the time of park construction and shall include a color scheme soothing for children with visual sensitivities.

RESOLUTION NO 2022/** JANUARY 11, 2022 Page 20

- 19. The developer shall disclose to each property owner in the development that the Contra Costa Water District property that borders the development contains hydrological improvements and related service structures which may be altered or expanded by the Water District.
- 20. All units shall have two covered and enclosed parking spaces in a garage. Up to 50% of the parking spaces may be tandem parking.
- 21. The project shall be built in conformance with the Su Property Design Guidelines, dated received by the Community Development Department on October 30, 2020, unless modified by the conditions of approval or the Planned Development Ordinance for the project. Major deviations from or modification to the Design Guidelines shall be approved by the Planning Commission. Minor deviations may be approved by the Zoning Administrator.
- 22. The landscaping plans shall be revised to use non-invasive, drought tolerant, native plants. The revisions shall be shown on the final landscaping plan submittal.

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 11th day of January, 2022 by following vote:

AYES: NOES: ABSTAIN: ABSENT:

ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch



VICINITY MAP NOT TO SCALE

ABBREVIATIONS AGGREGATE BASE ASPHALT CONCRETE ASSESSOR'S PARCEL NUMBER ASSESSOR'S PARCEL NUI
BECINNING OF CURVE
BACK OF SIDEWALK
BOTTOM OF WALL
CURB & CUTTER
CATCH BASIN
CONTRA COSTA COUNTY
CENTERLINE
CONCRETE CONCRETE CURB RETURN END OF CURVE EXISTING GRADE EXISTING EXISTING
FACE OF CURB
FINISH GRADE
FIRE HYDRANT
FIELD INLET
FLOW LINE
CRADE BREAK
LINEAL FEET
LIP OF CUTTER
LOW POINT MINIMUM PROPERTY LINE POINT OF VERTICAL INTERSECTION RIGHT OF WAY SIDEWALK STORM DRAIN STORM DRAIN MANHOLE R/W S/W SD SDMH SS SSMH TC TCE TW TYP

SANITARY SEWER SANITARY SEWER MANHOLE TOP OF CURB

PROJECT TEAM

OWNER'S REPRESENTATIVE MANUEL PRADO (510) 301-4355

CIVIL ENGINEER
dk ENGINEERING
1931 SAN MIGUEL DRIVE, SUITE 10D
WALNUT CREEK, CA 8459G (925) 932-6868 PROJECT MANAGER: SCOTT HARTSTEIN

CECTECHNICAL ENGINEER:
BERLOCAR STEVENS & ASSOCIATES
5587 SUNOL BOULEVARD
PLEASANTON, CA 94566
PHONE No. (825) 484-0220

ARCHITECT: SDG ARCHITECTS, INC 3361 WALNUT BLVD, SUITE 120 BRENTWOOD, CA 94513 PHONE No. (925) 634-7000

LANDSCAPE ARCHITECT: HWA LANDSCAPE ARCHITECTURE

SITE INFORMATION

SITE LOCATION: CROSSING OF WILD HORSE ROAD AND STATE ROUTE 4. TOP OF CURB
TEMPORARY CONSTRUCTION EASEMENT
TOP OF WALL
TYPICAL
WATER MAIN

BENCHMARK: CITY OF ANTIOCH BENCH MARK ELEVATION 130.75 MONUMENT DISK IN THE INTERSECTION OF WILD HORSE ROAD AND LE CONTE CIRCLE, BEING IN SUBDIMISION 6893.

APN 041-022-003

BASIS OF BEARINGS
TAKEN AS: N 741'20" W BETWEEN FOUND
STANDARD CITY MONUMENTS IN WILD HORSE
ROAD, AS SHOWN ON THE MAP OF
SUBDIVISION BOSD, FILED IN BOOK 488 OF
MAPS AT PAGE 1, CONTRA COSTA COUNTY
RECORDS. BASED ON THE CAMPERINA
COGROMATE SYSTEM ZONE III. TO OBTAIN
GIRD DISTANCES, MULTIPLY PF O,99903510.

EXISTING ZONING: PLANNED DEVELOPMENT PROPOSED ZONING: PLANNED DEVELOPMENT PROPOSED DENSITY: R-20 HIGH DENSITY RESIDENTIAL

NUMBER OF UNITS: 126 UNITS SITE ACREAGE: 11.72 EXISTING CONTOURS: 2' INTERVAL PROPOSED CONTOURS: 2" INTERVAL UTILITIES & SERVICES:
WATER:
SEWER:
CITY OF ANTIOCH
CAS & ELECTRIC:
PG&E

BUILDINGS

HARDSCAPE

PRIVATE ROADS

USABLE OPEN SPACE

UNUSABLE OPEN SPACE (SLOPES CREATER THAN 10%)

WLD HORSE ROAD (IOD)



2,35 AC (20%)

1.61 AC (14%)

1.59 AC (13%)

3.28 AC (28%)

1.25 AC (11%)

1.64 AC (14%)

PARKING TABULATIONS ON-STREET PARKING ON-STREET PARKING PROVIDED

PRELIMINAR'	Y EARTHWORK	QUANTITIES
CUT	FILL	IMPORT
11,500	85,000	74,400

LEGEND EXISTING PROPOSED PROJECT BOUNDARY RIGHT OF WAY LINE PRIVATE STORM DRAIN EASEMENT (PSDE) DAYLIGHT CONTOUR LINE, MAJOR CONTOUR LINE, MINOR FACE OF CURR ROAD CENTER LINE ___ CONCRETE V-DITCH STORM DRAIN LINE, MANHOLE, FIELD INLET, -@-H-H-SANITARY SEWER LINE, MANHOLE

WATER LINE, METER, VALVE, FIRE HYDRANT

SHEET INDEX SHEET DESCRIPTION REGIONAL CONTEXT MAP
VESTING TENTATIVE MAP &
PRELIMINARY GRADING PLAN 3 PRELIMINARY UTILITY PLAN TOPOGRAPHIC SURVEY SITE CROSS SECTIONS 6 7 SITE CROSS SECTIONS

SICNING, STRIPING & PARKING PLAN

VESTING TENTATIVE MAP AND PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR CONDOMINIUM PURPOSES SUBDIVISION #357-302-20

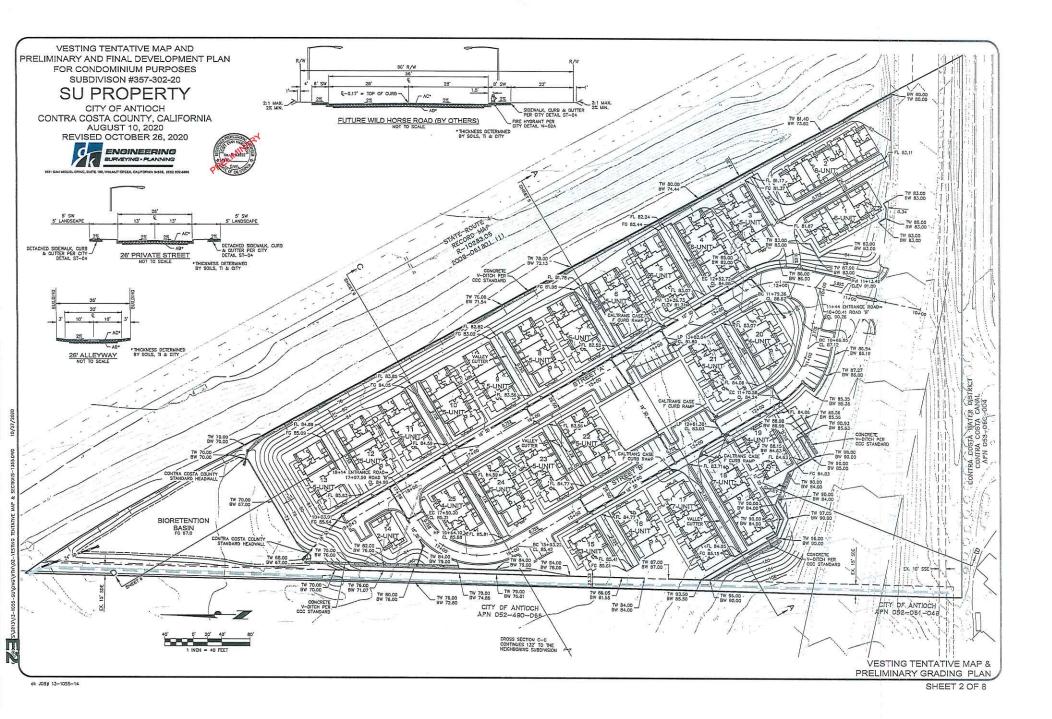
SU PROPERTY

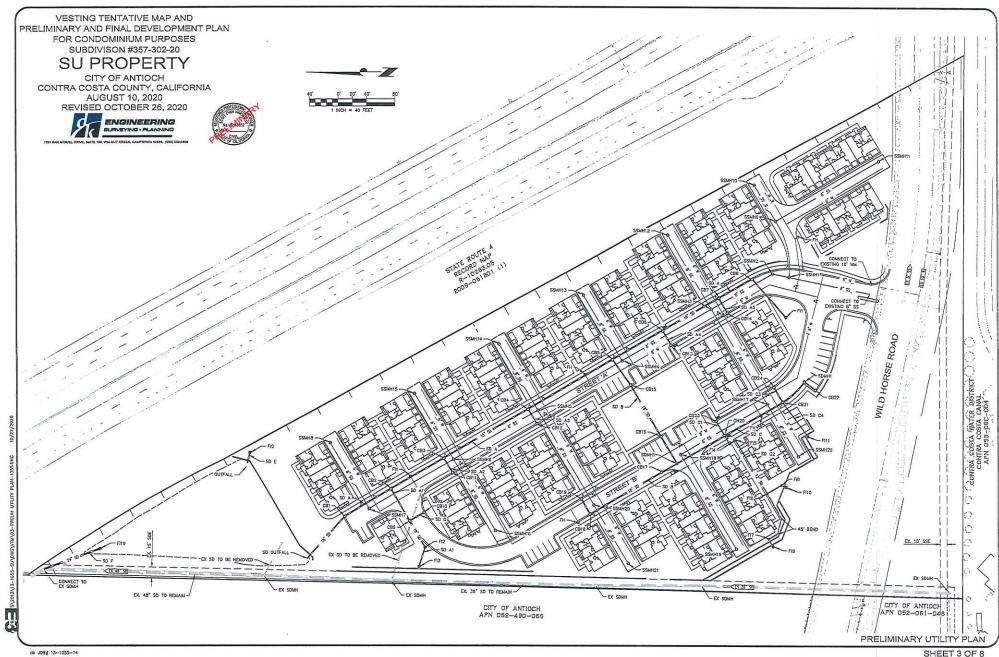
CITY OF ANTIOCH CONTRA COSTA COUNTY, CALIFORNIA AUGUST 10, 2020 REVISED OCTOBER 26, 2020



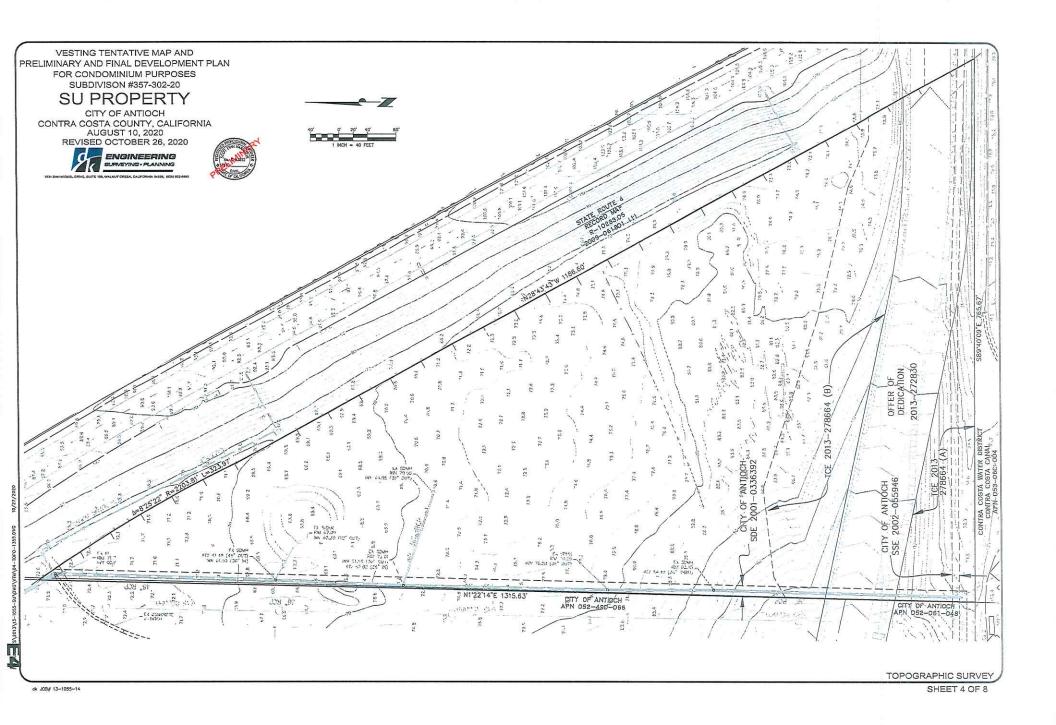
REGIONAL CONTEXT MAP ENGINEERING GURVEYING . PLANNING 1031 DAN LIQUEL CRIVE, BUTTE 100, WALRUT CRIERK, CA DESIG WWW.DXENGIN.COM (539) 537-6601

OWNER/DEVELOPER/SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS



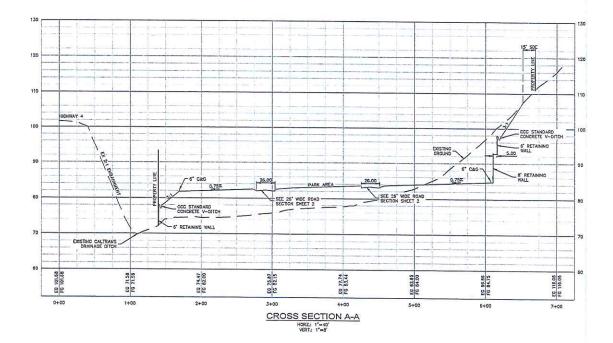


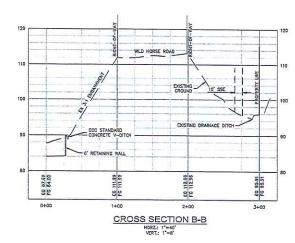
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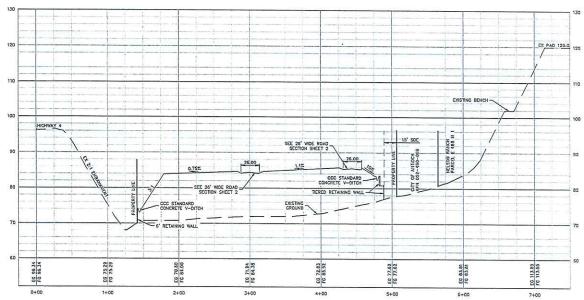
SITE CROSS SECTIONS

SU PROPERTY

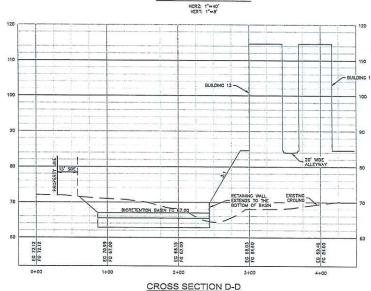
CITY OF ANTIOCH CONTRA COSTA COUNTY, CALIFORNIA AUGUST 10, 2020 REVISED OCTOBER 26, 2020





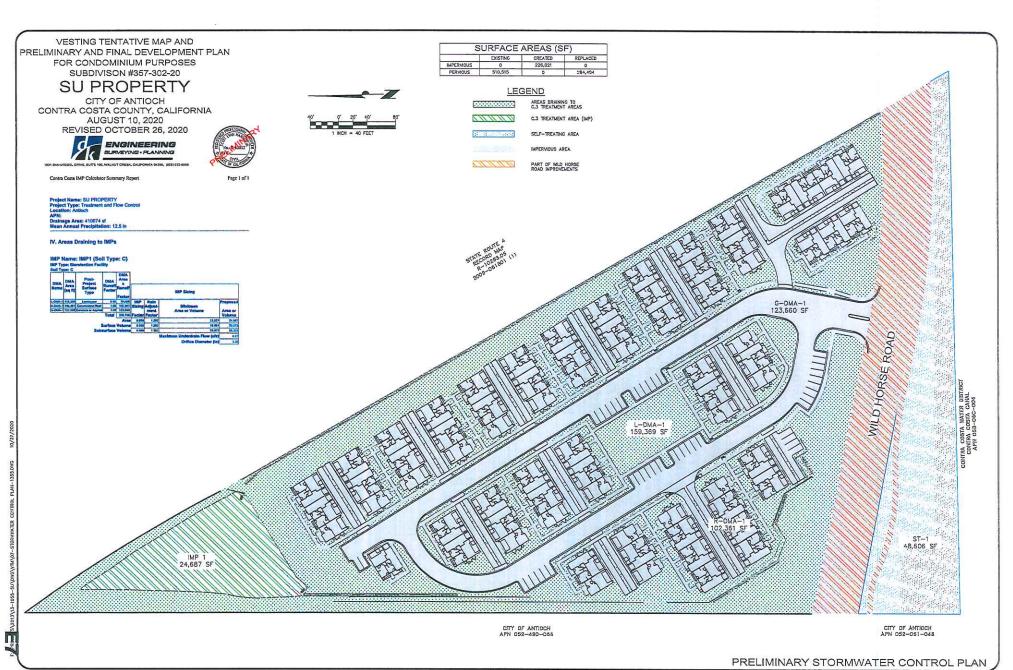


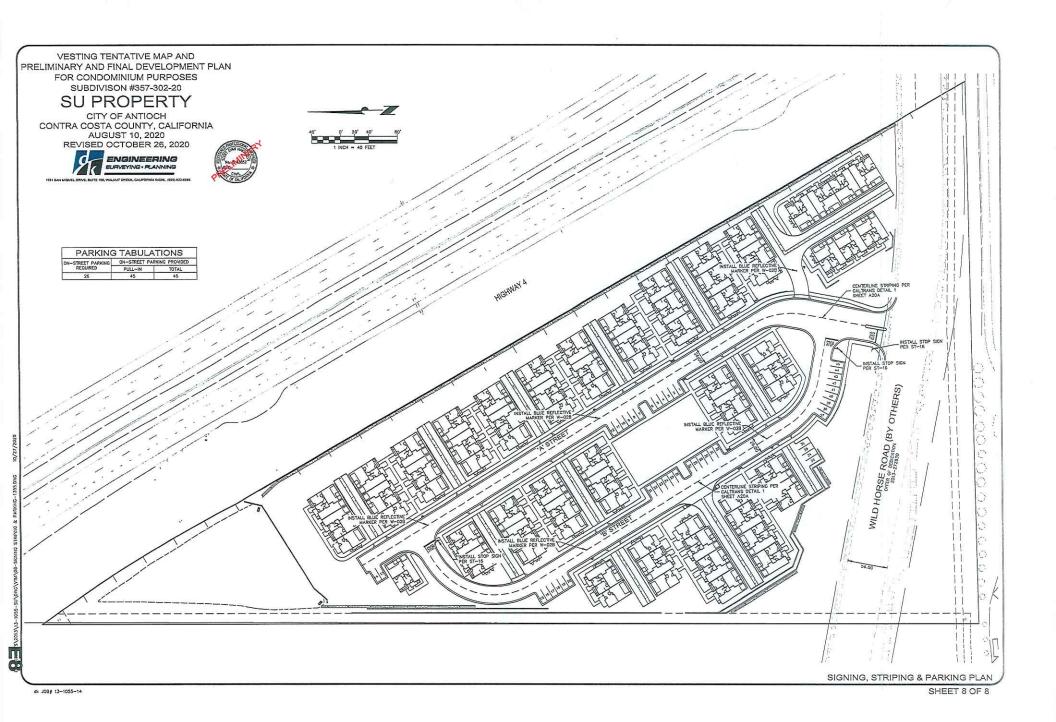
CROSS SECTION C-C



SITE CROSS SECTIONS

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Su Property Preliminary Plan

Antioch, California







Su Property
Preliminary Plan

Date: August 2020

Antioch, California

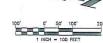




2.3







SU PROPERTY

GENERAL PLAN AMENDMENT EXHIBIT

AUGUST 10, 2020



NOTE: THE CURRENT ZONING AND GENERAL PLAN DESIGNATIONS WERE DETERMINED USING THE CITY OF ANTIOCH'S INTERACTIVE ZONING MAP WEBSITE.

Project Description Su Property

The 11.72 acre project site is located at the eastern end of Wildhorse Road below and between the K Hovnanian's Monterra in Nelson Ranch and adjacent to the Hwy 4 by-pass. The subject site is the last undeveloped property in the original Nelson Ranch Development. The Nelson Ranch development was finalized prior to the approved location and owner's dedication of land for the Hwy 4 by-pass.

The property is presently zoned P-D low density. After meetings with the Planning Department and a working session with the Planning Commission it was agreed that the Owner/Developer would request a GP and zoning change to P-D, R-20 High Density Residential. Market research along with the constraints and location of the property were contributing factors in determining this more appropriate zoning. This zoning will provide a transition from the large lot higher priced homes to smaller lot lower priced homes adjacent to the Hwy 4 by-pass. The Owner/Developer feels that the request for the higher density zoning is reasonable with these concerns. The zoning request will help fill an unmet need in the local market for home ownership of new, small homes for the young professionals with families and empty nesters at a market determined lower price point.

The request will accommodate 25 Buildings consisting of 126 units of for sale Condominiums and related amenities including 4.95 acres of open space, parking and landscaping managed by a Homeowners Association. The units will range in size from approximately 1120 to 1900 square feet, with between 2 and 4 bedrooms and 2 to 3.5 baths. All units will have 2 car-attached garages. The existing Nelson Ranch Park is approximately 400 feet away.









TABLE OF CONTENTS

INTRODUCTION	Į
DEVELOPMENT STANDARDS	6
GENERAL ARCHITECTURE GUIDELINES	8
ARCHITECTURAL STYLES 1	8
DESIGN REVIEW PROCESS AND APPLICATION	25

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INTRODUCTION

The intent of the Multifamily Residential Design Guidelines is to establish expectations and to regulate the design of the residential uses within the project. These guidelines are intended to assist the developer and design professionals in the design of the architecture, parking, and landscaping within this area. These guidelines will ensure a high quality development while maintaining design and marketplace flexibility. These guidelines are not intended to limit the creativity of the design professionals. The City of Antioch Citywide Design Guidelines Manual has been incorporated and where appropriate design concepts have been integrated herein. These guidelines are separate and specific to this subdivision and supersede the more general city wide design guidelines.

DEVELOPMENT STANDARDS

This subdivision encompasses an approximately 9 acre parcel. The parcel is bounded by Highway 4 to the east, WildHorse Road to the south, and the Monterra subdivision to the west. The following Development Standards shall be applied to the project.

A. PERMITTED USES:

- 1. Multifamily Atached dwellings; Must be R3 townhouse per CBC. Does not require individual lot lines.
- 2. Accessory structures and uses;
- 3. Keeping of domestic animals;
- 4. Home-based business occupations subject to obtaining a Home Occupation Permit and in conformance with The City of Antioch Municipal Code;

C. DEVELOPMENT STANDARDS SHALL BE AS FOLLOWS:

- 1. Maximum Floor Area Ratio: Shall be 1.25 Floor area ratio is calculated as the ratio of the total square footage of the residential dwelling excluding the garage divided by the lot area.
- 2. Maximum Lot Coverage: 40 percent for principal buildings, excluding porches.
- 3. Minimum Paseo width: 30' (Porches may encroach 6'/ clear width 18')
- 4. Minimum Alley width: 24' (Planters may encroach 2'at each side)
- 5. Minimum Apron: 3'
- 5. Building Height Limit: 3 Stories and 45' 30' Eave height maximum per CCCFPD

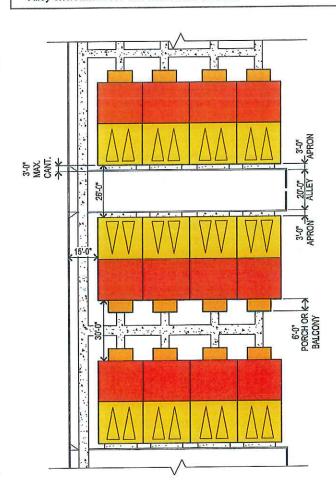
D. OTHER REGULATIONS

- 1. Minimum Parking: Two enclosed parking spaces per unit. Plus 1 guest per 4 Units.
- 2. Temporary subdivision residential sales offices and model homes sales offices shall be conditionally permitted in all residential land use categories subject to obtaining a Temporary Use Permit.
- 3. Maximum height for accessory buildings is 1-story and 25 feet.
- 4. All new residential units within the Subdivision shall meet the minimum criterion of a green home as defined in the most recent version of the New Home Construction Green Building Guidelines.
- 5. All development shall provide adequate lighting or illumination of parking areas with foot-candle levels on the entire site between 0.5 and 7.0 and is subject to design review. All lighting fixtures shall be a cut-off or full cut-off classification to minimize light spillover onto adjacent properties.

SETBACKS (SITE)		
Front Yard (Wild Horse)	10' ***	
Rear Yard (Highway 4)	10'	
Side Yard (Monterra)	20'	
SETBACKS (BUILDINGS)	10'	
Front-Front	30'*	
Rear-Rear	26'**	
End-End	15'	
BLDG. HEIGHT		
Stories	3	
Max. Height	45' (30' Eave Height per CCCFPD)	
OPEN SPACE		
Common	200 SF / unit	
Private	60 SF / unit	

- * Porches, balconies, and architectural pop-outs may encroach up to 6'
- ** Building articulation above the first floor may encroach up to 3'.

 Garage recesses at the first floor may encroach up to 2'
- *** Building 1 encroaches 1.7' into Wild Horse Setback.
 Alley encroaches 7.1' into Wild Horse Setback.



Lot exhibits are generic in nature and do not specify building footprints, entry, or landscape locations.

MULTI-FAMILY RESIDENTIAL

INTRODUCTION

These design guidelines are intended to foster a quality development and to provide a pleasant residential environment within the context of higher density. This project shall contribute to the sense of community by carefully relating to the scale and form of adjacent properties, and by designing street frontages that create architectural and landscape interest for the pedestrian and neighboring residents.

DESIGN OBJECTIVES

These design guidelines are based on the following objectives.

- A. Establish distinctive multi-family residential architectural designs that support high quality development.
- B. Provide attractive, functional, and convenient site arrangements.
- C. Identify landscape materials and designs that enhance the appearance of multi-family housing developments and contribute to the overall quality of the community.
- D. Provide amenities appropriate for different age groups of multi-family residential developments as appropriate.
- E. Use crime prevention techniques to enhance safety and security within multi-family residential developments such as:
 - Avoid long, dead-end drive aisles.
 - Off-street parking shall be located interior to the site, and be designed to minimize visual disruption of the overall project design.
 - Pathway lighting is a safety feature and shall be used to light all pathways and open areas including pathways from the parking lot to the building's entrance.
 - Guest parking should be distributed around the Site.



The design of this project allows residents to monitor the courtyard

SITE PLANING

A. Building Siting and Massing

- 1. Views, mature trees, and similar natural amenities unique to the site shall be preserved and incorporated into development proposals whenever possible.
- 2. Clustering of multi-family units shall be a consistent site-planning element. Large projects shall be broken up into groups of structures.
- Buildings shall be generally oriented with front doors facing paseos or streets.



These townhomes are oriented to the street

- 4. Developments shall have front or end elevations relate directly to the adjacent street, and present an attractive and interesting facade to passersby.
- Buildings shall be oriented to promote privacy to the greatest extent possible.



B. Circulation

- 1. Principal vehicular access into multi- family projects shall be through an entry drive.
- 2. All site entrances shall be visible from a public street and well lighted.
- 3. The main site entry design shall incorporate patterned or colored concrete, pavers or asphalt.
- 4. Special accents, such as monument, public art, ornamental features, decoration, special textured paving, flowering accents, walls, shrubs, and the use of specimen trees, shall be used to generate visual interest at entries.



A new entry sign located at the project entrance is an integral part of a wayfinding system

- 5. Entry drives shall have sidewalks on both sides.
- 6. All entry drive locations shall be coordinated with existing or planned median openings.
- 7. Where possible, all multi-family projects shall incorporate pedestrian connections to adjoining residential, commercial projects, and other compatible land use facilities.
- 8. Cross circulation between vehicles and pedestrians shall be minimized. A continuous, clearly marked walkway shall be provided from the parking areas to main entrances of buildings.
- 9. Walkways shall be located to minimize the impact of pedestrians on the privacy of nearby residences or private open space. Avoid siting a walkway directly against a building. A landscaped planting area between walkways and building facades is strongly encouraged.



A front walkway landscaped so it does not impact the privacy of residents

C. Parking

- 1. Each unit in the project should have 2 covered parking spaces. A maximum of the 50% of the covered parking spaces may be tandem parking.
- 2. Garage doors shall incorporate panels and/or windows to articulate large planes.
- 3. Garage standards shall be: Interior dimensions:

Standard: 18'x19'Clear Tandem: 10'x38' Clear Minimum garage door:

Single: 8 Feet Double: 16 Feet

Seven feet minimum height.

- 4. Guest parking areas shall be divided into a series of smaller parking areas.
- 5. Guest parking areas shall be dispersed throughout the project.
- 6. Adverse visual impacts of parking areas and garages on the residential character of the street, including blank walls, garage doors, parking facilities, and driveway openings along street frontages, shall be minimized
- 7. Where garages are utilized, garage doors shall not appear flush with the exterior wall.

ARCHITECTURE

A. Character Defining Elements

- 1. While there is no required architectural "style" for multi-family residential structures in Antioch, styles such as Craftsman, Spanish, Farmhouse, and Contemporary are encouraged. The primary focus shall be on constructing a high-quality residential environment.
- 2. Architectural elements such as bays, bay windows, recessed or projecting balconies, verandas, balconies, porches and other elements that add visual interest, scale and character to the neighborhood are encouraged.
- 3. Building form and articulation includes variation in wall planes (projections and recesses) and wall height (vertical relief) as well as variations in roof forms and heights to reduce the perceived scale of the structure.
 - a. Residential buildings shall incorporate articulation of all facades, including variation in massing, roof forms, and wall planes, as well as surface articulation.
 - b. The highest level of articulation will likely occur on the front facade and facades visible from public streets. Similar and complementary massing, materials, and details shall be incorporated into every other structure elevation.
 - c. Elements and details of buildings shall be true to the chosen architectural style. See Architectural Styles for individual style sheets.



- d. Surface detailing shall not serve as a substitute for well integrated and distinctive massing.
- e. Architectural elements that add visual interest, scale, and character such as recessed or

- projecting balconies, trellises, recessed windows, and porches are strongly encouraged.
- f. Architectural elements such as overhangs, trellises, projections, and awnings shall be used to create shadows that contribute to a structure's character.
- g. Massing shall accentuate entries and minimize garage prominence.
- h. Porches shall be a minimum of five feet deep with materials and/or details that are authentic to the architectural style of the home.

B. Building Height, Scale and Articulation

1. The maximum number of attached units per building shall be 8. Buildings with differing numbers of units shall be mixed throughout the project.



Changes in color and facade are used to create the appearance of diffrent buildings

- 2. Building roofs planes shall be varied to give the appearance of a collection of smaller structures but not at the expense of space for solar panels on the roof.
- 3. Buildings containing 3 or more attached dwellings in a row shall incorporate at least one of the following:
 - a. Each dwelling unit shall have at least one architectural projection not less than 2 feet from the wall plane and not less than 8 feet wide.
 - b. Projections shall extend the full height of single story buildings, at least one-half the height of two-story buildings, and two-thirds the height of a three-story building;

SU PROPERTY DESIGN GUIDELINES /



c. A change in wall plane of at least 3 feet for at least 12 feet for each two units.



Modern designs incorporate a variety of projections to vary the facade

- 4. The perceived height and bulk of multi-story buildings shall be reduced by dividing the building mass into smaller-scale components and adding details such as projecting eaves, dormers and balconies. The use of awnings, moldings, pilasters and comparable architectural embellishments are also encouraged.
- 5. All building elevations shall be considered in the evaluation of any new construction, additions or alterations. Side and rear views of a building shall not be minimized because of their orientation away from the public right- of-way. The same or compatible design features shall be continued or repeated upon all elevations of a building.
- 6. Arcades and other types of overhangs shall be used to provide human scale to the interface between the facade and sidewalk.
- 7. All mechanical equipment, whether mounted on the roof or the ground, shall either be suitably screened or placed in locations that are not viewed from residences, common areas, or the street. Screening may be accomplished through the use of landscape elements. Any other screening devices shall be compatible with the architecture and color of the adjacent buildings.

C. Entryways

- Courtyard doors or gates used at multifamily building entries shall be attractively designed as an important architectural feature of the building or complex.
- Strongly delineate the separation between public and private space with paving, building materials,

- grade separations, or with physical barriers such as landscaping, fences, walls, screens, or building enclosures.
- 3. Each entry to a dwelling unit shall be emphasized and differentiated through architectural elements such as porches, stoops, roof canopies, and detailing. Opportunities shall be provided for residents to personalize their entry by providing ground level space or a wide ledge for potted plants.



An example of a dormer window

D. Building Materials

The use of high quality materials will create a look of permanence within a project. Materials and colors shall be varied to generate visual interest in the facades and to avoid the monotonous appearance that is sometimes common in some residential development projects.



This project has avariety while maintaining similar building materials, textures and colors

- 1. The development's dwelling units, community facilities, and parking structures shall be unified by a consistent use of building materials, textures, and colors. Exterior columns or supports for site elements, such as trellises and porches, shall utilize materials and colors that are compatible with the entire project.
- 2. Building materials shall be durable, require low maintenance, and relate a sense of quality and permanence. Frequent changes in materials shall be avoided.
- 3. Inappropriate materials for exterior applications include:
 - a) Corrugated fiberglass or plastic;
 - b) Plywood or similar wood;
 - c) Highly reflective materials;
 - d) Unfinished concrete;
- 4. Key portions of the facade shall be enhanced with special materials or color.
- 5. Material changes shall occur at intersecting planes, preferably at inside corners of changing wall planes or where architectural elements intersect (e.g., chimney, pilaster, projection, fence line, etc.)
- 6. Contrasting but complementary colors shall be used for trim, windows, doors, and key architectural elements.
- 7. Roof materials and colors shall be consistent with the desired architectural style as identified in the appendix on the style sheets.
- 8. Heavier materials shall be used lower on the structure elevation to form the base of the structure.

E. Roofs

- 1. Rooflines shall be segmented and varied within an overall horizontal context.
- 2. Varying heights are encouraged. This should not be done at the expense of space for solar panels.
- Use of vertical elements such as towers may be used to accent the predominant horizontal massing and provide visual interest.

- 4. Full hipped or gabled roofs covering the entire building are preferred over mansard roofs and segments of pitched roofs applied at the building's edge.
- 5. Roofs shall reflect a residential appearance through pitch and use of materials.
- 6. Roof pitch for a porch may be slightly lower than that of the main building.
- 7. Carport roofs visible from buildings or streets shall incorporate roof slope and materials to match adjacent buildings. Flat carport roofs are prohibited.

F. Colors

- 1. Color is an important element in establishing a structure's character and architectural style. The predominant color of the building and accessory structures shall be a muted, non-garish tone.
- 2. Color shall be used as an important accent in the project's appearance. More than one predominant paint color is encouraged. Compatible accent colors shall be used to enhance important architectural elements and details.
- Bright or intense colors shall be used very sparingly, and shall typically be reserved for more refined or delicate detailing.

TRASH AND STORAGE FACILITIES

- 1. Space for the required trash and recycle bins should be supplied within the garage outside the storage and vehicle spaces required.
- 2. Adequate private storage space shall be provided for all multi-family units.
- A. A minimum of 50 cu feet of enclosed storage space shall be located within the unit or in a garage. If it is located within the unit it must be in addition to standard closets. Exterior closets on balconies may also be used if not visible from the public right of way
- B. Multi-family storage must be in addition to designated utility area.

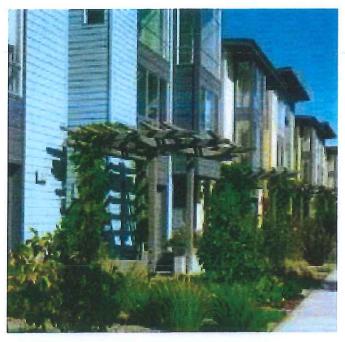


LANDSCAPING

A. Introduction

Landscaping for multi-family projects can be used to define and accent specific areas (e.g., building entrances, parking lots), define the edges of various land uses, provide a transition between neighboring properties (buffering), and screen storage areas. Landscaping shall be used as a unifying element within a project and to ensure compatibility with surrounding projects.

- 1. Landscaped areas shall generally incorporate plantings utilizing a three-tier system: (1) grasses and ground covers, (2) shrubs and vines, and (3) trees.
- 2. New landscaping shall complement existing land cape materials, location, and massing on adjacent established developments where appropriate.
- 3. The following planting design concepts are encouraged within each project:
- a. Specimen trees (48 inch box or more) in informal groupings or rows at major focal points;
- b. Use of planting to create shadow and patterns against walls;
- c. Use of planting to soften building lines and emphasize the positive features of the site;
- d. Use of flowering vines on walls, arbors, or trellises; e. Trees to create canopy and shade, especially in parking areas and passive open space areas; and f. Berms, plantings, and walls to screen parking lots, trash enclosures, storage areas, utility boxes, etc.
- 4. Landscaping around the building perimeter is encouraged.
- 5. Landscaping shall be protected from vehicular and pedestrian encroachment by raised planting surfaces and the use of curbs. Concrete step areas shall be provided in landscape planters adjacent to parking spaces.
- 6. Vines and climbing plants on powder- coated metal trellises and perimeter walls are encouraged.
- 7. Gravel, bark, or Astroturf is not allowed as a substitute for plant materials.
- 8. Landscaping shall emphasize water-efficient plants.



An example of vines on a trellis

B. Landscaping at Site Entries and Entry Statements

Vehicular entries provide a good opportunity to introduce and identify multi-family projects. The vehicular entry zone in a multi-family development is the area between the public street and the project's internal circulation system.



Plants, paving and structures welcome residents and visitor innto this project

- 1. The vehicular entry zone shall be treated with special landscape elements that will give individual identity to the project (i.e. special paving, graphic signage, specialty lighting, specimen trees, and flowering plants).
- 2. Textured paving, stamped concrete or rough textured concrete may be used to delineate site entries.

SU PROPERTY design guidelines /

C. Landscaped Area Spacing and Size

1. Plant materials shall be placed so that they do not interfere with the lighting of the premises or restrict access to emergency apparatus such as fire hydrants or fire alarm boxes. Trees or large shrubs shall not be planted under overhead lines or over underground utilities if their growth might interfere with such public utilities. Trees and large shrubs shall be placed as follows:



The landscapeing here still allows the light to work effectively

- a. A minimum of 8 feet between the center of trees and the edge of the driveway, 6 feet from a water meter, gas meter, and sewer laterals.
- b. A minimum of 25 feet between the center of trees and the beginning of curb returns at intersec-
- c. A minimum of 15 feet between the center of trees and large shrubs to utility poles and street lights.
- d. A minimum of 8 feet between the center of trees or large shrubs and fire hydrants and fire department sprinkler and standpipe connections.

D. Plant Maintenance and Irrigation

- 1. All young trees shall be securely staked with double staking and/or guy-wires. Root barriers shall be required for any tree placed within 10 feet of pavement or other situations where roots could disrupt adjacent paving/curb surfaces.
- 2. Automatic sprinkler controllers shall be installed to ensure that landscaped areas will be watered properly. Backflow preventers and anti-siphon valves shall be provided in accordance with current codes.

- 3. Sprinkler heads and risers shall be protected from car bumpers. "Pop-up" heads shall be used near curbs and sidewalks. The landscape irrigation system shall be designed to prevent run-off and overspray.
- 4. All irrigation systems shall be designed to reduce vandalism by placing controls in appropriate enclosures.

LIGHTING

- A. Street lighting shall be installed inside the project on both sides of the street using a minimum 70 watt
- B. All lighting in parking areas shall be arranged to provide safety and security for residents and visitors but prevent direct glare of illumination onto adjacent units.
- C. Pedestrian-scaled lighting shall be located along all pedestrian routes of travel within multi-family communities.



Pedestrian scaled lighting improves the safety of multi-family area

WALL AND FENCES

Walls and fences provide security and privacy in addition to screening unsightly views. They can be utilized with landscaping to enhance and buffer the appearance of development. The following guidelines apply to walls and fences in multi-family residential development.



This fence color is consistent with overall project design

- A. The design of walls and fences, as well as the materials used, shall be consistent with the overall development's design. Fence and wall color shall be compatible with the development and adjacent properties. Paint color used on fences shall be common colors readily purchased and kept readily available on the development's premises.
- B. Visually penetrable materials (e.g., wrought iron or tubular steel) shall be used in areas of high activity (i.e., pools, playgrounds) and areas adjacent to street frontage.
- C. Wall design and selection of materials shall consider maintenance issues, especially graffiti removal and long-term maintenance. Decorative capstones on stucco walls are required to help prevent water damage from rainfall and moisture.
- D. Perimeter walls shall incorporate various textures, staggered setbacks, and variations in height in conjunction with landscaping to provide visual interest and to soften the appearance of perimeter walls. Chain link fencing is not permitted.

- E. Screen walls, sound walls and retaining walls height shall be determined by site features and location, such as proximity to noise generators and privacy issues.
- F. The proportion, scale, and form of the walls adjacent to homes shall be consistent with the building's design.
- G. Long continuous perimeter walls are discouraged. Perimeter walls shall incorporate wall inserts and or decorative columns or pilasters to provide relief. The maximum unbroken length of a perimeter wall shall be 100 feet.
- H. The colors, materials and appearance of walls and fences shall complement the architecture of the buildings. Fencing, where screening is not specifically required, shall be of decorative iron or similar material.

COMMUNITY FACILITIES AND OPEN SPACE

- A. Residents of housing projects shall have access to community facilities and useable open space, whether common or private, for recreation and social activities.
- B. All support buildings within multi-family residential projects (i.e., laundry facilities, recreation buildings, and sales/lease offices) shall be compatible in architectural design with the rest of the complex.
- C. The design and orientation of open space areas shall be sheltered from the noise and traffic of adjacent streets or other incompatible uses.



A community garden provides a chance for residents to interact

SU PROPERTY DESIGN GUIDELINES

S

- D. Buildings shall be oriented to create courtyards and open space areas, thus increasing the area's aesthetic appeal. Community features such as plazas, interactive water features, and community gardens shall be included whenever possible.
- E. Community facilities and open spaces shall be conveniently located for the majority of units.



Community open space is convenient for most units

- F. Open space areas shall take advantage of prevailing breezes and direction of the sun to provide natural lighting and ventilation for open spaces.
- G. Community facilities and open spaces shall be contiguous to the units they serve and be screened from public view.
- H. Children's play areas shall be visible from as many units as possible.



A playground visually accessible but secure

- I. In large developments, separate, but not necessarily segregated, play areas or informal outdoor spaces shall be provided for different age groups for safety reasons. Small developments may combine play areas (e.g., a tot lot incorporated into a larger activity area for older children).
- J. Seating areas shall be provided in areas where adults can supervise children's play and also where school-age children can sit. Seating location shall consider comfort factors, including sun orientation, shade, and wind.
- K. Mailboxes shall be located in highly visible, heavy use areas for convenience, to allow for casual social interaction, and to promote safety.
- L. A trash and recycling receptacle shall be located adjacent to the mailboxes.

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ARCHITECTURAL STYLES

To understand and recognize "architectural style" for the purpose of these guidelines, architectural styles classify architecture in terms of form, techniques, materials, time period, region, etc. It overlaps with, and emerges from, the study of the evolution and history of architecture.

- 1. When determining the architectural style of a house for style selection or design review purposes, there are several common characteristics that can be used to help identify the proper style. These same characteristics shall be carefully examined for design review purposes to be sure that they are consistent with the style identified on the house plans.
- 2. To truly be loyal to any particular house plan style, the floor plans and interior features of the house shall also be considered. The more a style is researched, the better the art form is understood and can then be applied throughout the resulting plans. The results can be beautifully replicated house plans that go well beyond the scope of design review.

These features or characteristics are the component parts that, when put together, make up the style:

Roof type;

Symmetry and shape;

Frame;

Articulation;

Massina:

Windows and doors;

Building materials and colors;

Decorative trim:

Porches, eaves and columns.

Architectural styles should be selected from the styles provided:

- SPANISH
- CRAFTSMAN
- FARMHOUSE
- CONTEMPORARY

SPANISH STYLE



DESIGN CHARACTERISTICS

The design characteristics provide essentials for massing, scale, proportion and building materials, in understanding these particular styles. Generally they are identified as:

- · Low-pitched hipped or gable roof
- S-tile or villa tile roof material
- Smooth finish or very little texture stucco
- Window shutters
- Exposed wood posts and beams

FORM

Simple massing with low pitched gable and shed roofs. The styles may incorporate courtyards, patios, front entry garden walls, colonnades, archways and balconies generally in asymmetric composition. Wall mass appearance tends to dominate wall openings. Asymmetry is found in balcony and roof compositions of differing heights. Towers and turret elements are used occasionally.

ROOF

Low-pitched s-tile or villa tile roofs ranging from 3 ½:12 to 4:12 eave. Overhangs are typically broad (12" – 18") except for the Spanish Eclectic which exhibits tight overhangs. Eaves can be exposed or boxed. If boxed, eaves are typically accompanied with decorative brackets beneath. Roofs can be hipped or gabled.



MATERIALS

Walls are typically stucco with a smooth finish or very little texture. Walls tend to appear thick and massive. Stone veneers are not typical of the style. Porches and balconies are often expressed with exposed wood posts and beams.



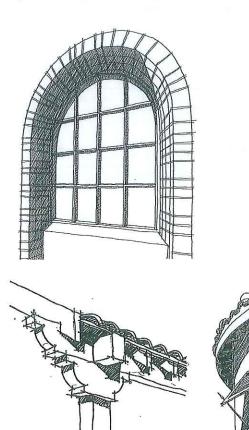


SU PROPERTY DESIGN GUIDELINES



ELEMENTS

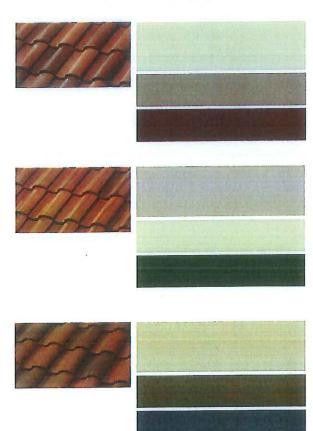
Trim elements include door surrounds, columns, lintels at window heads, wrought iron or wood rails, grills, and pot shelves. Windows may be enhanced by shutters, projecting awning shutters, or simple balconies with wrought iron railings. Windows are further detailed with grid patterns typical of each style.





COLORS

Roof tiles are used in a variety of terra-cottas, browns, tans and warm reds. Wood members are painted darker colors, simulating the look of stain. Rich, saturated hues of yellow, tan, salmon and melon comprise the range of stucco colors along with off-whites to light tans. Wrought iron accents are deep, dark shades of brown, red, green, and classic black. Trim elements are expressed with deeply tinted whites to lighter wood.



Sample color schemes for reference only. Colors may vary due to the output device.

CONTEMPORARY STYLE



DESIGN CHARACTERISTICS

- Minimal Ornamentation
- Use of strong, organized, geometric forms and massing
- Juxtaposition of different, and sometimes contrasting materials
- Use of natural textures such as wood, metal and stone
- Austere elevations with high contrast in areas of entry or interest

FORM

Simple, clear and organized geometric massing are hallmarks of the contemporary style. Large forms are further articulated to break down massing to a human scale. Flat parapet roofs often punctuated with sloped roofs and horizontal eaves are characteristic of the contemporary style. Decks and balconies with modern railings with simple lines serve to compliment the elevation.

ROOF

Roofs are commonly flat parapets punctuated by sloped roof elements. Roof heights vary to provide visual interest and rhythm while taller elements at corners and entry locations provide landmark and wayfinding in multi-family buildings and complexes.



MATERIALS

The contemporary style utilizes a wide variety of materials including plaster, wood, glass, metal and composite products. The organizations and arrangement of the materials are often asymmetrical with clear delineations. The treatment of the transitions between material often reflect and opportunity to celebrate the material which is a common practice in the contemporary style.



SU PROPERTY DESIGN GUIDELINES



ELEMENTS

Clear and austere window and door trim are common for this style. Reglets and scored plaster serve as organizing elements while horizontal eaves work to provide depth in the elevation and an opportunity for shadows. Window grid patterns typically range from no mullions to an asymmetrical grid patterns. Rails are often an opportunity at add color or texture to the elevation and in cases where appropriate, clear glass or cable railing is used.



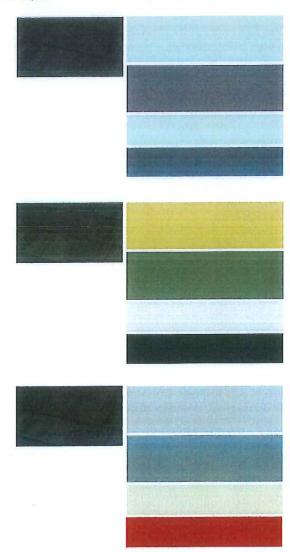






COLORS

The contemporary style is characterized by the use of a variety of colors and textures. Typically lighter colors such as whites and grays are complimented by a few character colors such as oranges, greens, or reds used in the massing or as accents are very common. A high contrast color is often used at doors or other locations to draw attention or interest. Textures such as wood, stone, metal, rough materials and smooth materials all work together and when arranged in a clear and organized manner serve to create a composition indicative of the style.



Sample color schemes for reference only. Colors may vary due to the output device.

CRAFTSMAN STYLE



DESIGN CHARACTERISTICS

The design characteristics provide essentials for massing, scale, proportion and building materials, in understanding these particular styles. Generally they are identified as:

- · Low-pitched hipped or gable roof
- Wide-overhanging eaves
- Emphasis on horizontal lines
- Board and batten or clapboard siding with various course exposures
- Decorative beams or braces commonly added under gables
- Porches that cover the length of the front elevation and often wrap onto side elevations
- Stone and/or brick veneer is often used at the lower portion of the elevation

FORM

These styles are typically box like massing with gable or hip roof and predominantly horizontal appearance. The front has a full or partial width porch with decorative columns. Typical variations include solid porch balustrades, battered columns, or decorative wood upper sections resting on massive appearing lower piers.

ROOF

Flat tile or shake-like roofing with 3:12 to 4:12 pitches. Overhangs are deep (18" to 30") and unenclosed, often detailed with elaborate exposed rafter tails or barge boards for the craftsman and arts & crafts styles. Decorative ridge beams and purlins under the gables are used widely. Rake edges are often embellished by a triangular knee brace.



MATERIALS

Characteristic materials include horizontal wood siding, shingles, or stucco. These may be used alone or combined with stone or brick accents for the façade. Porch bases, wainscot, lower half of columns and chimneys are typically stone or brick. Piers, columns and solid balustrades are varied including stone, stucco, clapboard, shingle and brick, frequently occurring in combination.



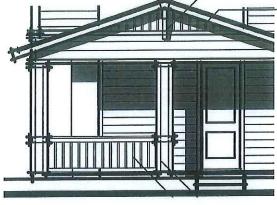
SU PROPERTY DESIGN GUIDELINES

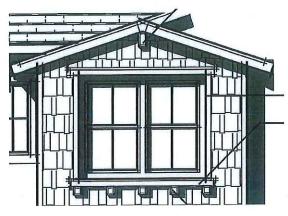


ELEMENTS

Elements include unique windows with vertical panes, wood trim, and mullion configurations, typically used in horizontal groupings. Extensive use of heavy ornamental wood treatment at gables, beams, brackets, railings, and occasionally wood shutters are characteristic of these styles.

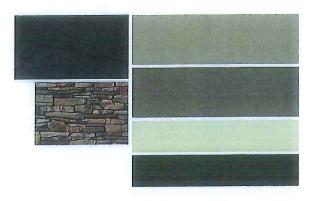


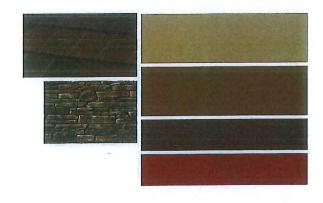


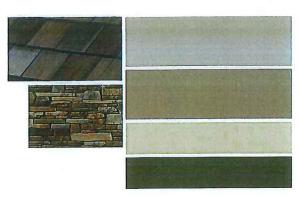


COLORS

Roofs are concrete tile with shake texture, or asphalt shingle in shades of warm green or brown. Siding, stucco, and trim comprised of earth tones ranging from warm greens and browns to tans and ochre yellows. Accent colors are rich, earthly shades of green, red, and brown. Brick should have a rustic, handmade look reminiscent of clinker brick. Stone may be smooth, rounded shape of 'river rock,' or a more textural, rubble like appearance.







Sample color schemes for reference only. Colors may vary due to the output device.

FARMHOUSE STYLE



DESIGN CHARACTERISTICS

The design characteristics provide essentials for massing, scale, proportion and building materials, in understanding these particular styles. Generally they are identified as:

- Variable size entry porch with style specific de tailing
- Prominent gable roof forms with occasional use of hip roof forms
- Horizontal siding with various exposures
- Vertical proportioned windows
- · Steep gable roof pitches
- Wide entry porch with separate shed roof and minimal detailing

FORM

Simple massing with simple single pitch roofs. Massing is typically in rectangle or square form and occasionally seen in an 'L' shape. Variable sized porches are prevalent in each style and tend to be expressed as an additive element to the main building form.



ROOF

Steeper pitch roofs (6:12 – 12:12) are found on the Farmhouse style. Roofs are most common with simple gables either front or side facing. Hip roofs may also be used and are usually seen on simple equilateral forms. Overhangs are typically 12'' - 18'' with eaves either open or closed.



SU PROPERTY DESIGN GUIDELINES



MATERIALS

Concrete roof tiles in the likeness of shake roofing and composition shingle roofing are appropriate for these styles. Wall materials are typically in the form of horizontal siding of various exposures. On occasion board and batten siding can be found on the Farmhouse style. Stone and brick are typically not found with these styles although brick may be used lightly at the foundation base.



ELEMENTS

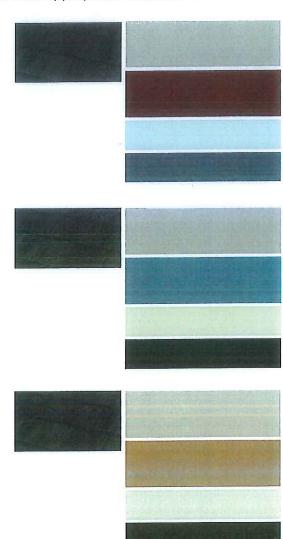
The Farmhouse style is simplified to reflect the frontier nature of it roots. Windows are typically enhanced with expressive trim elements along the lintel and sill. Shutters are also used to express the window and are often found on most if not all front facing windows. Windows are also vertically proportioned windows of various grid patterns with six panes of glass per sash most typical.





COLORS

Concrete tile and composition shingle in natural wood tones are appropriate for the Farmhouse style. A wide range of colors are appropriate for the siding material, from tinted whites, beiges, and yellows to grays, greens, and blues. Trim is often a shade of white, but can select shades of brown, green, and gray with lighter body colors. Doors and shutters are brought out with deep hues of blue, red, and green. Natural shades of red are the most appropriate colors for brick if use.



Sample color schemes for reference only. Colors may vary due to the output device.



CITY OF ANTIOCH DESIGN REVIEW APPLICATION



ATTACHMENT G



STAFF REPORT TO THE PLANNING COMMISSION

DATE:

Regular Meeting of May 20, 2020

SUBMITTED BY:

Zoe Merideth, Associate Planner ZM

APPROVED BY:

Alexis Morris, Planning Manager

SUBJECT:

Preliminary Development Plan for the Su Property (PDP-19-02)

RECOMMENDED ACTION

It is recommended that the Planning Commission provide feedback to staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal.

DISCUSSION

Request

The applicant is requesting preliminary development plan review of a proposal to develop 132 townhomes in 22 buildings with related amenities on an 11.72-acre project site. The townhomes will range in size from 1,120 to 1,900 square feet and will have attached garages. The project site is located at the eastern terminus of Wild Horse Road, north of the future Wild Horse Road extension, and to the west of Highway 4 (APN 041-022-003).



Agenda Item #

The purpose of a preliminary plan is to gather feedback from the Planning Commission and others for the applicant to become aware of concerns and/or issues prior to final development plan and tentative map submittal. As a standard practice, preliminary plans are not conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to submittal of a final development plan application.

Environmental

Preliminary plan review is a non-entitlement action and does not require environmental review. The future final development plan application and other entitlements associated with the application would require compliance with the California Environmental Quality Act (CEQA). The appropriate CEQA document will be determined at the time of application submittal and preparation of an Initial Study checklist.

Project Overview and Background

The project site is a triangular shaped 11.72-acre parcel of vacant land located between the Nelson Ranch subdivision and Highway 4 and largely north of the future Wild Horse Road extension. The future Wild Horse Road extension will bisect the southern portion of the site, creating a small triangular piece of land to the south of Wild Horse Road. The Wild Horse Road extension design is approved and K. Hovnanian, the developer of the last phase of neighboring Nelson Ranch, is responsible for the construction of the extension. Wild Horse Road will connect with a future extension of Slatten Ranch Road. The project site is located largely below the grade of the surrounding freeway, future Wild Horse Road, and the neighboring subdivision.

In early 2019, the applicant submitted an application for a single-family development with 47 homes. Staff expressed their concerns that the small size of the lots and homes did not meet the General Plan's development requirements, including 6,000 square foot lot sizes. Staff encouraged the applicant to investigate a multi-family product that could allow for greater development flexibility on the constrained site, even though a General Plan Amendment would be necessary. The applicant decided to redesign the development into a Planned Development townhome product.

The Antioch Municipal Code § 9-5.2307 requires an applicant to submit a preliminary development plan application for any proposed Planned Development project that includes a residential component. The Planning Commission reviews the preliminary development plan at a public hearing, where the Planning Commission offers feedback. After the completion of this process, the applicant will apply for entitlements, including a Final Development Plan.

The currently proposed project consists of 132 townhomes located in 22 buildings. The townhomes will range in size from 1,120 to 1,900 square feet with between two and four

bedrooms and will have attached garages. A small park with a play area, landscaped "paseos" connecting the buildings, a bioretension basin, and necessary roadway and utility improvements are proposed.

The future project entitlements would include a CEQA document, a General Plan Amendment, a Final Development Plan and Planned Development Rezone, a Tentative Map, a Use Permit, Design Review, and possibly a Development Agreement.

Consistency with the General Plan and Zoning

The General Plan designation for the property is Low Density Residential, which allows up to four dwelling units per gross developable area. This designation only allows single family detached homes and does not allow multi-family attached products, including townhomes. General Plan section 4.4.1.1 states that developable acreage is land that is not encumbered by dedications of easements or rights-of-way, such as the offer of dedication for Wild Horse Road. Due to the General Plan requirements, the property's developable land is less than the 11.72 acres. The Wild Horse Road dedication totals 1.64 acres, making the total developable area 10.08 acres. Therefore, a General Plan Amendment is necessary to change the General Plan designation to High Density Residential. This designation allows up to 35 dwelling units per gross developable area and multi-family attached products.

Staff is supportive of this General Plan Amendment request. The site is relatively small at 10.08 developable acres, which would allow the development of 40 single family homes under the current Low-Density Residential designation. The General Plan 4.4.1.1 states that Low Density residential areas are "typically located on gently rolling terrain with no or few geological or environmental constraints." The project is triangular, located below the grade of and immediately adjacent to Highway 4 and will have Wild Horse Road bisecting the southern portion of site. These constraints do not lend themselves to developing single family homes. Staff believes creating a townhome product will create a transition between the freeway and the existing single-family homes to the west. The townhome product allows for a variety of development configurations that can overcome the grade changes, triangular shaped parcel, and limited development area of the project site.

The zoning designation for the site is Planned Development (PD-86-3.1). This property was rezoned in 1987 when it was still part of the neighboring Nelson Ranch property. Since the original Planned Development, the Nelson Ranch subdivision was developed with the final phase of homes under construction now. The Nelson Ranch subdivision went through multiple Final Development Plan approvals, which did not include the subject property. Therefore, the site was zoned Planned Development, but development and zoning standards were never established for this property. The future development application would rezone the property to a new Planned Development district, which is a zone that encourages flexibility in design and the development of land. This new Planned

Development zoning district would establish project specific standards for the proposed townhome development.

Site Plan and Internal Circulation

The applicant is proposing to develop a townhome project with 22 buildings. Each building will have between two and nine units in the building, with most buildings having between five and eight units. The units will have garages that face onto the street and entrances at the other side of the unit that are accessed from walkways. Except for two two-unit buildings, the entire site is accessed from a single entrance off Wild Horse Road. The project will have private streets. The main street (labeled D Street and A Street on the project plans) serves as the main road for the entire project. The garages of the units within the buildings at the south and west portions of the site largely front directly on to this street. Most of the site's on-street parking is located along the eastern side of D Street. Additional on-street parking is located along four different sections of A Street and two spaces are located at B Street.

In between D Street and A Street, B Street and C Street are proposed to provide access to the garages of the buildings at the center of the site. Two paseos with landscaped walkways are proposed between Buildings 7-9, Buildings 10 and 11, and Buildings 12 and 13. Additional walking paths between the buildings will lead from the streets and sidewalks onto the paseos and walking paths used to access the buildings around the exterior of the site, such as Buildings 3 and 4.

Recreation areas are proposed as well. A park is proposed in the center of Buildings 14, 15, 16, and 17 and will feature play equipment and a lawn area. Next to the eastern portion of the site against Highway 4 and between Buildings 18 and 19, a recreation area grill and lawn is proposed. A second similar recreation area is proposed between Buildings 5 and 6 at the north of the site. All buildings interior to the site have direct access to either a paseo or recreation area. Buildings along the exterior of the site have access to walkways but are not directly connected to recreational amenities. The residents of these buildings would need to walk along one of the streets to access the amenities.

Wild Horse Road and Buildings 21 and 22

The two remaining buildings, Buildings 21 and 22, each with two units, are separated from the main development and are proposed to be located on the south side of Wild Horse Road. The Wild Horse Road improvement plans do not show this proposed driveway. These buildings are proposed to be setback from the Wild Horse Road right-of-way by at most ten feet. The setback from the buildings to the meandering walk varies from ten feet to up to 20 feet. The units would be accessed from a driveway near the western property line. The driveway is proposed to cross the detached, meandering sidewalk along Wild Horse Road. The two buildings will front onto a shared driveway and

would be surrounded by walkways and landscaping. This portion of the site is very constrained by Wild Horse Road to the north and sanitary sewer easement to the south. These constraints leave little useable area for these units. The residents of these units must walk across Wild Horse Road and walk into the rest of the development to access any of the amenities. Staff is very concerned about these four units, as proposed. Creating a driveway to serve these units off of a planned collector street is not consistent with collector street design standards and is not consistent with the approved design of Wildhorse Road. Staff is also not supportive of the units being located directly next to the Wild Horse Road right-of-way and next to the meandering sidewalk. Staff is supportive of keeping the current unit count and moving these units into main portion of the site.

Site Plan Concerns

Staff is concerned that the proposed site plan creates too many wide streets that limits the internal walkability of the site. Staff believes a more walkable, less street focused design could be accomplished by creating a ring road around the exterior of the property by extending and realigning Streets A and D. The design would then be "flipped" with the garages accessed from alleyways off the main ring road. The sidewalks next to the garages could be removed. The space that is currently devoted to sidewalks next to the garages could be used to increase the width of the open space between the buildings to create more useable open space. The alleyways would be used for access to individual garages, while the ring road would be used for through traffic. Engineering staff would require the alleyways to be at least 24 feet wide, dependent on Fire approval. Staff is also concerned that the proposed guest parking is too far away from some of the proposed units. Staff believes the new design could provide a better distribution of the guest parking throughout the development. Staff also believes this new design could help increase the distance of some of the buildings from Highway 4. This could prove beneficial for noise, air quality impacts, and general livability of the residents.

Staff believes the proposed alleyway and ring road design would better meet Antioch Municipal Code Title 9, Chapter 5, Article 7: Multi-Family Residential Development standards. For example, § 9-5.705 allows garages for multi-family projects to face onto an alley that is internal to the project. § 9-5-706(D)(5) requires that "Common usable open space located on the ground level shall have no horizontal dimension less than 20 feet. If such ground-level open space is located within ten feet of a building façade, the minimum dimension shall be no less than the height of the adjacent building." Based on the project plans, the current width of the open space between buildings may not meet the common usable space standard, depending on the proposed height of the buildings. The proposed alleyway design would allow for wider open spaces that would allow the project to meet the Municipal Code standards.

In the Conclusion section, below, staff has included recommendations for specific changes to the site plan.

Parking

The Antioch Municipal Code § 9-5.1703 requires multifamily residential projects to provide one and a half spaces per unit for units up to two bedrooms and two spaces per unit for three or more bedrooms. One space per unit must be covered. The applicant is proposing two covered spaces per unit, regardless of the number of bedrooms. 98 of the units will have garages with side by side parking and 34 of the units are proposed to have tandem garages. Antioch Municipal Code § 9-5.1705.1 regulates tandem parking. The section allows tandem parking in multifamily developments, if the spaces are within an enclosed structure and the maximum number of tandem parking spaces does not exceed 50% of the total number of spaces. Based on the project plans, both requirements have been met.

The Antioch Municipal Code § 9-5.1703 also requires one parking space per five units for guest parking. With 132 proposed units, the applicant needs a minimum of 26.4 guest parking spaces. The project currently has 42 guest spaces. Most of these spaces are located along the eastern edge of the project along D Street. The other spaces are located largely along A Street. Staff recommends trying to incorporate the guest parking throughout the site plan to better serve all the buildings.

Architecture and Landscaping

The applicant provided renderings of conceptual architecture of the type of design they will be proposing. These renderings show three-story townhomes with garages at the rear of the townhome. The architectural styles are updated traditional designs with Craftsman characteristics. The designs feature balconies, changes in wall planes, awnings, and other architectural features that break up the massing and add interest to the elevations. These details are consistent with the Citywide Design Guidelines for multifamily residential project, including guideline 6.2.4.A.2, which states, "Architectural elements such as bays, bay windows, recessed or projecting balconies, verandas, balconies, porches and other elements that add visual interest, scale and character to the neighborhood are encouraged." At this time, staff cannot evaluate if the project meets the required daylight plane between single family and multifamily uses found in § 9-5.703(C) of the Antioch Municipal Code. Staff expects to see a high level of architectural details in the project's final architecture. Staff will be reviewing the project against both the Antioch Municipal Code Title 9, Chapter 5, Article 7: Multi-Family Residential Development Standards and the Citywide Design Guidelines.

The applicant provided preliminary landscape plans as part of their submittal. The perimeter of the site is surrounded with a mixture of large and small trees, including a selection of crepe myrtles, eastern redbuds, and Chinese pistachios, and olives. Shrubs and groundcover will be planted underneath these trees. The plant selection will vary throughout the site based on the terrain and use. Along the hillsides, for example, manzanita, sage, and coyote bush is proposed. Along Wild Horse Road and at the

entrance to the site, a row of large trees will line the street. This will provide a well-landscaped street frontage.

Internal to the site, a park, recreation areas, and paseos are proposed. The park will feature a play area with play equipment, picnic tables, and a Kurapia lawn. Two other recreation areas are planned: one at the northern part of the site and another in the southeastern portion of the site. These areas will feature Kurapia lawn, picnic areas, and grills. Between Building 7 and Buildings 8 and 9 and Buildings 10 and 11 and Buildings 12 and 13, two paseos are proposed. The units from these buildings will have access to landscaped walkways with benches. This area will feature small trees, shrubs, and groundcovers such as Mexican daisies and fan flowers.

For the buildings on the exterior of the project, such as Building 4, walkways with landscaping will be provided to connect to the street sidewalks. Landscaping is also proposed for the stormwater bioretension basin at the north of the site.

Based on the preliminary plans received, staff is pleased that most of the plants are in the Citywide Design Guideline's plant palette and are low water usage. The proposed paseos and recreation areas are scattered throughout the project for most residents to access easily.

Proposed Recreational Open Space

The preliminary site plan includes three recreation areas, as discussed above in the site plan section. The submitted plans do not give the sizes of these open space recreation areas. According to Section § 9-4.1004 of the Antioch Municipal Code, the amount of land to be dedicated for parks is based on the average number of persons per dwelling unit multiplied by the standard of 5.0 acres per 1,000 persons. At 132 multifamily units, a minimum of 1.254 acres of parkland must be included in the proposed project (0.015 average requirement per dwelling unit (per the Code) x 220 dwelling units = 1.254 acres). The proposed project includes a significant amount of open space; however, the amount of useable open space for recreation is far less. The future application submittal should detail the acreage for useable open space.

It should also be noted that the proposed useable open space is potentially within a gated community and could be private open space. Antioch Municipal Code Section § 9-4.1010(A) outlines how private open space can offset the parkland dedication requirements. Before any credit is given, a minimum of two acres of contiguous private open space or private recreational facilities shall be provided. Based on the project size, a two-acre park is not feasible. Therefore, in addition to the potentially private parkland included in the proposed project, the payment of parkland dedication in-lieu fees will be required consistent with the Code.

Outside Agency Comments

Staff routed the Preliminary Development Plan application to outside agencies for comment. Staff received comments from Caltrans, Contra Costa Fire Protection District, Contra Costa Flood Control District, and Contra Costa Water District. These comments are included as Attachments A, B, C, and D, respectively. The comments received are general comments, such as the need for a Vehicle Demand Analysis using Vehicle Miles Traveled for CEQA, delineating clearly Rights of Way and easements, both on and offsite, complying with Fire District requirements for access and turn-arounds, and paying necessary fees, such as Drainage fees. The Flood Control District comment letter included the following recommendations, "We recommend that the proposed earthen ditch along the northwestern portion of the parcel be designed and located so that it does not interfere with maintenance and access to the existing DA 56 planned line, located adjacent to the western property line of the development." and, "The developer should be required to submit hydrology and hydraulic calculations to the City that prove the adequacy of the in-tract drainage system and the downstream drainage system." Staff recommends the applicant address these comments in their entitlement submittal.

Conclusion

The purpose of a preliminary plan is to gather feedback from the Planning Commission and others for the applicant to become aware of concerns and/or issues prior to Final Development Plan submittal. As standard practice, preliminary plans are not conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to a final plan hearing. Staff suggests the following, along with any issues brought up by the Planning Commission, be considered by the applicant.

- Redesign the site plan to create a ring road around the exterior of the property by extending and realigning Streets A and D. The design would then be "flipped" with the garages accessed from alleyways off the main ring road. The sidewalks next to the garages should be removed. The space that is currently devoted to sidewalks next to the garages should be used to increase the width of the open space between the buildings to create more useable open space. The alleyways would be used for access to individual garages, while the ring road would be used for through traffic.
- Engineering staff would require any alleyways to be at least 24 feet wide, dependent on Fire approval.
- The picnic area near Buildings 18 and 19 next to Highway 4 may be too loud to be an attractive amenity. This recreation area should be relocated farther from Highway 4.
- Reposition units that are closest to Highway 4 to be farther away from the highway.

- As part of the recommended site plan design changes, consider how lighting can be installed along the alleyways to create a well-lit and safe environment for residents.
- Staff recommends that this project use trash enclosures placed along the proposed ring road as opposed to individual trash cans. This would allow for adequate space for site circulation for a trash truck, as well as prevent circulation problems that could develop on trash day with individual trash cans.
- Guest parking should be better distributed throughout the site.
- On the entitlement submittal, show how the proposed architecture will meet the daylight plane requirements in Antioch Municipal Code § 9-5.703(C).
- Remove buildings 21 and 22 from the South side of Wild Horse Road. These units could be incorporated into the rest of the development north of Wild Horse Road.
- A Sewer Study should be performed to verify if the 8" sewer main along Wild Horse Road has adequate capacity to handle the incoming flow from this development till it reaches the 33" sewer main on Slatten Ranch Road. The developer will be required to upsize the sewer main till adequate flow is provided. All sewer shall be designed to be gravity flow.
- No earthen swale ditches are recommended for stormwater flow to the bioretention basin area. A piped storm drain system is preferred. Additionally, as recommended in the Contra Costa County Flood Control comments, staff recommends that the proposed earthen ditch along the northwestern portion of the parcel be designed and located so that it does not interfere with maintenance and access to the existing DA 56 planned line, located adjacent to the western property line of the development.
- In order to provide additional emergency access, an additional secondary entrance/exit driveway may be required for this development. The Developer shall review emergency access with the City Engineer and Contra Costa County Fire Protection District "CCCFPD" prior to submittal of a Final Development Plan application.
- The water system should be constructed to function as a looped system, unless exempted by the City Engineer.
- As recommended in the Contra Costa County Flood Control comments, please submit hydrology and hydraulic calculations to the City that prove the adequacy of the in-tract drainage system and the downstream drainage system, when submitting for entitlements.

ATTACHMENTS

- A. Caltrans Comments
- B. Contra Costa Fire Protection District Comments
- C. Contra Costa Flood Control District Comments
- D. Contra Costa Water District Comments
- E. Project Plans

ATTACHMENT "A"

DEPARTMENT OF TRANSPORTATION

DISTRICT 4
OFFICE OF TRANSIT AND COMMUNITY PLANNING
P.O. BOX 23660, MS-10D
OAKLAND, CA 94623-0660
PHONE (510) 286-5528
TTY 711
www.dot.ca.gov



March 13, 2020

GTS # 04-CC-2020-00435 GTS ID:18840 Co/Rt/Pm: CC/4/31.13

Zoe Merideth, Associate Planner City of Antioch, Planning and Development Department P.O. Box 5007 Antioch, CA 94531

Su Property Project – Pre-Environmental Design Review

Dear Zoe Merideth:

Thank you for including the California Department of Transportation (Caltrans) in the review process for this project. We are committed to ensuring that impacts to the State's multimodal transportation system and to our natural environment are identified and mitigated to support a safe, sustainable, integrated and efficient transportation system. The following comments are based on our review of the January 2020 project plans.

Project Understanding

Based upon the plans, the project includes the development of 132 townhomes with attached garages in 22 buildings on 11.72 acres. The site is adjacent to State Route (SR)-4 on a currently undeveloped site.

Travel Demand Analysis

While Caltrans strongly recommends the Lead Agency provide a Vehicle Miles Traveled (VMT) analysis of transportation impacts, please be advised that use of the VMT metric after July 1, 2020 is required by CEQA for land use projects per California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15064.3(c). With the enactment of Senate Bill (SB) 743, Caltrans is focusing on transportation infrastructure that supports smart growth and efficient development to ensure alignment with State policies using efficient development patterns, innovative travel demand reduction strategies, multimodal improvements, and VMT as the primary transportation impact metric. The travel demand analysis should include:

- A vicinity map, regional location map, and site plan clearly showing project access in relation to SR-4. Ingress and egress for all project components should be clearly identified. Clearly identify the State Rightof-Way (ROW). Project driveways, local roads and intersections, car/bike parking, and transit facilities should be mapped.
- A VMT analysis pursuant to the City's guidelines or, if the City has no guidelines, the Office of Planning and Research's Guidelines. Projects that result in automobile VMT per capita above the threshold of significance for existing (i.e. baseline) city-wide or regional values for similar land use types may indicate a significant impact. If necessary, mitigation for increasing VMT should be identified. Mitigation should support the use of transit and active transportation modes. Potential mitigation measures that include the requirements of other agencies such as Caltrans are fully enforceable through permit conditions, agreements, or other legally-binding instruments under the control of the City.
- A schematic illustration of walking, biking and auto conditions at the project site and study area roadways. Potential safety issues for all road users should be identified and fully mitigated.
- The project's primary and secondary effects on pedestrians, bicycles, travelers with disabilities and transit performance should be evaluated, including countermeasures and trade-offs resulting from mitigating VMT increases. Access to pedestrians, bicycle, and transit facilities must be maintained.

With respect to the local and regional roadway system, provide project related trip generation, distribution, and assignment estimates. To ensure that queue formation does not create traffic conflicts, the project-generated trips should be added to the existing, future and cumulative scenario traffic volumes for the intersections and freeway ramps that connect and feed into SR-4. Potential queuing issues should be evaluated including on-ramp storage capacity and analysis of freeway segments near the project; turning movements should also be evaluated. In conducting these evaluations, it is necessary to use demand volumes rather than output volumes or constrained flow volume.

Multimodal Planning

The project's primary and secondary effects on pedestrians, bicyclists, travelers with disabilities, and transit users should be evaluated, including countermeasures and trade-offs resulting from mitigating VMT increases. Access for pedestrians and bicyclists to transit facilities must be maintained.

Vehicle Trip Reduction

From Caltrans' Smart Mobility 2010: A Call to Action for the New Decade, the project site is identified as Place Type 4c: Suburban Communities (Dedicated Use Areas) where location efficiency factors, such as community design, are often weak and regional accessibility varies. Given the place, type and size of the project, it should include a robust Transportation Demand Management (TDM) Program to reduce VMT and greenhouse gas emissions. Such measures are critical to facilitating efficient site access. The measures listed below can promote smart mobility and reduce regional VMT.

- Project design to encourage walking, bicycling and transit access;
- Transit and trip planning resources such as a commute information kiosk;
- Real-time transit information system;
- Transit subsidies on an ongoing basis;
- Ten percent vehicle parking reductions;
- Charging stations and designated parking spaces for electric vehicles;
- Carpool and clean-fuel parking spaces;
- Designated parking spaces for a car share program;
- Unbundled parking;
- Secured bicycle storage facilities;
- Participation in a Transportation Management Association (TMA) in partnership with other developments in the area; and
- Aggressive trip reduction targets with Lead Agency monitoring and enforcement.

TDM programs should be documented with annual monitoring reports by a TDM coordinator to demonstrate effectiveness. If the project does not achieve the VMT reduction goals, the reports should also include next steps to take in order to achieve those targets. Also, reducing parking supply can encourage active forms of transportation, reduce regional VMT, and lessen future transportation impacts on State facilities.

For additional TDM options, please refer to the Federal Highway Administration's Integrating Demand Management into the Transportation Planning Process: A Desk Reference (Chapter 8). The reference is available online at: http://www.ops.fhwa.dot.gov/publications/fhwahop12035/fhwahop12035.pdf.

Transportation Impact Fees

Please identify project-generated travel demand and estimate the costs of transit and active transportation improvements necessitated by the proposed project; viable funding sources such as development and/or transportation impact fees should also be identified. We encourage a sufficient allocation of fair share contributions toward multi-modal and regional transit improvements to fully mitigate cumulative impacts to regional transportation. We also strongly support measures to increase sustainable mode shares, thereby reducing VMT.

Hydraulics

Please provide drainage plans, details and calculations to determine whether there are impacts to SR-4. If there are impacts, mitigation measures must be provided to meet the criteria of less-than-significant impact.

Right-of-Way

Please provide engineering documents that clearly delineate ROW boundaries for review.

Utilities

Any utilities that are proposed, moved or modified within Caltrans' ROW shall be discussed. If utilities are impacted by the project, provide site plans that show the location of existing and/or proposed utilities. These modifications require a Caltrans-issued encroachment permit.

Lead Agency

As the Lead Agency, the City of Antioch is responsible for all project mitigation, including any needed improvements to SR-4. The project's fair share contribution, financing, scheduling, implementation responsibilities and lead agency monitoring should be fully discussed for all proposed mitigation measures.

Encroachment Permit

Please be advised that any work or traffic control that encroaches onto the State ROW requires a Caltrans-issued encroachment permit. To obtain an encroachment permit, a completed encroachment permit application, environmental documentation, six (6) sets of plans clearly indicating the State ROW, and six (6) copies of signed, dated and stamped (include stamp expiration date) traffic control plans must be submitted to: Office of Encroachment Permits, Caltrans District 4, P.O. Box 23660, Oakland, CA 94623-

0660. To download the permit application and obtain more information, visit https://dot.ca.gov/programs/traffic-operations/ep/applications.

Thank you again for including Caltrans in the design review process. Should you have any questions regarding this letter, please contact Laurel Sears at (510) 286-5614 or laurel.sears@dot.ca.gov.

Sincerely,

Mark Leong

District Branch Chief

Local Development - Intergovernmental Review

ATTACHMENT "B"

Contra Costa County



Fire Protection District

March 10, 2020

Ms. Merideth
City of Antioch
Community Development
PO Box 5007
Antioch, CA 94531-5007

Subject:

132 unit townhome subdivision

North of Wild Horse Rd, West of Highway 4. Antioch

PDP-19-02

CCCFPD Project No.: P-2020-00774

Dear Ms. Merideth:

We have reviewed the preliminary development plan application to establish 132 unit, 22 building townhome (R-3) subdivision of unknown type construction, unknown square foot, unknown height, at the subject location. The following is required for Fire District approval in accordance with the 2019 California Fire Code (CFC), the 2019 California Building Code (CBC), the 2019 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

- This project may be required to join a Community Facilities District prior to final approval by the Fire District.
- Access shall comply with Fire District requirements.

Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

Aerial Fire Apparatus Access is required where the vertical distance between grade plane and the highest roof surface exceeds 30 feet as measured in accordance with Appendix D, Section 105 of the 2019 CFC. Aerial access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and building.

 Access roadways of less than 28-feet unobstructed width shall have signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have **NO PARKING – FIRE LANE** signs posted, allowing for parking on one side only or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

4. Provide emergency escape and rescue openings in Group R occupancies. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening. Such openings shall open directly into a public way or to a yard or court that opens to a public way.

Landscaping, signage and other obstructions must not hinder the positioning of firefighting ground ladders to the rescue windows.

Provide a drawing with submittal (see item # 10) for areas under emergency escape and rescue openings showing clear space under these openings that allow for the placement of ground ladders at a climbing angle of 70 to 75 degrees and a minimum of 18" clearance from the base of the ladder to any obstruction.

- 5. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the interior of the building. The building owner shall have the testing conducted and the results submitted to the Fire District prior to the building final. (510.1) CFC
- 6. Turnaround shall comply with Fire District requirements.
- 7. Access gates for Fire District apparatus shall be a minimum of 20-feet wide. Access gates shall slide horizontally or swing inward and shall be located a minimum of 30 feet from the street. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock. Contact the Fire District for information on ordering the key-operated switch. (D103.5) CFC.
- 8. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC
- 9. The developer shall provide hydrants of the East Bay type. (C103.1) CFC
- 10. The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating all existing or proposed hydrant locations, fire apparatus access including surface material and slope, elevations of building, size of building, type of construction, building occupancy type and a striping and signage plan for review and approval prior to obtaining a building permit. This is a separate submittal to the Fire District to be approved prior to construction plan submittal. Final placement of hydrants shall be determined by this office.

This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

 Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

- 12. The homes as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2019 edition of NFPA 13D or Section R313.3 of the 2019 California Residential Code. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County Ordinance 2019-37.
- The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC
- 14. Development on any parcel in this subdivision shall be subject to review and approval by the Fire District to ensure compliance with minimum requirements related to fire and life safety. Submit three (3) sets of plans to the Fire District prior to obtaining a building permit. (501.3) CFC
- 15. Provide safety during construction. (Ch.33) CFC
- 16. If this project is determined to be an R-2 occupancy, additional requirements will have to be complied with:

Two points of access
Residential sprinkler system compliant with NFPA 13R
Building construction plans reviewed by Fire District
Private underground fire service water mains
Fire alarm
Emergency Responder Radio Coverage System (ERRCS)

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,

Todd Schiess Fire Inspector I

cc: Phillip Su

CCP Contra Costa Investor LLC

893 Corporate Way Fremont, CA 94539 philipsu99@gmail.co

File: 0 WILDHORSE RD-TOWNHOME SUBDIVISION-PLN-P-2020-00774



PROJECT REFERRAL - REQUEST FOR COMMENTS/CONDITIONS

February 18, 2020

PROJECT NAME: Su Property, North of Wild Horse Rd, West of Hwy 4, PDP-19-02

The City of Antioch Planning Division is requesting that your agency review these plans and provide your feedback on availability of services, potential design or code conflicts, requirements for additional permits, and recommended conditions of project approval. Please submit your comments no later than March 10, 2020 to Zoe Merideth via e-mail at zmerideth@ci.antioch.ca.us. If you have any questions regarding this project, please call Zoe Merideth at (925) 779-6122.

Development plans and related information for the project identified above, can be accessed at:

https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/PDP-19-02.pdf

Or at the current projects list at: www.antiochplanning.com

Application Type: Preliminary Development Plan Project No: PDP-19-02 Address: North of Wild Horse Rd., West of Hwy 4 **Project Description:** Preliminary Development Plan application, which is not an entitlement for the development of 132 townhomes in 22 buildings with related amenities on an 11.72 acre project site. The townhomes will range in size from 1,120 to 1,900 square feet and will have attached garages. This project is a preliminary submittal only. The purpose of this submittal is to gather feedback about any potential concerns or issues prior to the submittal of entitlements. The project would require the following entitlements: a General Plan Amendment, a Planned Development Rezone, a Use Permit, and Design Review. Applicant: Philip Su, CCP Contra Costa Investor LLC Mailing Address: 893 Corporate Way, Fremont, CA 94539 Phone: (510) 226-6338 E-mail: philipsu99@gmail.com

**Please contact Cristina Pfeffer at cpfeffer@ci.antioch.ca.us if your agency would like to receive an e-mail only version of project referrals from the City of Antioch.

Phone: (925) 779-7035 Fax: (925) 779-7034

Antiochca.gov

COMMUNITY DEVELOPMENT DEPARTMENT

200 H Street Antioch, CA. 94509

AntiochlsOpportunity.com

P-2020-007-11/1





Site Location	North of Wild Horse Road, West of HWY 4
Assessor's Parcel No. (s)	041-022-003 & 004
Total Acreage	11.7

Brief Description of Request:

Revised submittal for the purpose of obtaining entitlements for a 132 unit townhouse project, located within a planned development zoning district. The project consists of 22 buildings integrating between 2 to 8 townhouse units each.

PROPERTY OWNER OF RECORD		
Name	Philip Su	
Company Name	CCP Contra Costa Investor LLC	
Address 893 Corporate \ Fremont, CA 94		
Phone #	510-226-6338	
Email	philipsu99@gmail.com	
Signature		

APPLICANT		
Name	Philip Su	
Company Name	CCP Contra Costa Investor LLC	
Address 893 Corporate V Fremont, CA 94		
Phone #	510-226-6338	
Email	philipsu99@gmail.com	
Signature		

CITY OF ANTIOCH DEVELOPMENT APPLICATION



AGENT/DESIGNE	R
Name	Scott E Hartstein
Company Name	dk Engineering, inc
Address 1931 San Migue Walnut Creek, C	I Drive, Suite 100 A 94596
Phone #	925-932-6868
Email	shartstein@dkengin.com
Signature	Jan Hatt

Name	Manuel Prado and Rex Warren	
Company Name		
Address		
Phone #	916-787-7755 (Manuel) and 925-570-4819 (Rex)	
0.00	916-787-7755 (Manuel) and 925-570-4819 (Rex) mprado@golyon.com (Manuel) and rwarren@legacyrea.com (Rex)	

FOR OFFICE USE ONLY				
Date Received:	File No.:	2		
Title:	Account No.:			
Type of Application	Notes:			

ATTACHMENT "C"

From:

Joe Smithonic

To:

Merideth, Zoe

Cc:

Tim Jensen; Paul Detjens; Michelle Cordis; Teri Rie; philipsu99@gmail.com; Scott Hartstein

Subject: Date:

PDP-19-02 Comments and Conditions Monday, March 9, 2020 7:36:24 AM

Attachments:

2020-0309 - DA Fee Estimate - Su Property.pdf

Dear Ms. Merideth:

The Contra Costa County Flood Control and Water Conservation District (FC District) has reviewed the Preliminary Development Plan dated December 13, 2019 and prepared by dk Engineering (Preliminary Plan) for the Su Property located at the crossing of Wild Horse Road and State Route 4 (APN 041-022-003) in the City of Antioch (City). We submit the following comments:

Recommended Conditions of Approval:

- 1. Prior to filing the final map, the developer shall pay Drainage Area 56 (DA 56) fees in accordance with FC District Ordinance Number 2002-24, which will be collected by the City on behalf of the FC District. The estimated DA 56 fee for the development is \$281,688. The drainage fee rate does not vest at the time of tentative map approval. The drainage fees due and payable will be based on the fee in effect at the time of fee collection and the developer shall verify the fee amount prior to payment.
- 2. Prior to filing the final map, the developer shall annex into a City Community Facilities District (CFD) or similar funding entity to fund drainage facilities within DA 56.
- 3. Prior to filing the final map, the developer shall submit a hydrology and hydraulics report to the City for review that proves the adequacy of the in-tract drainage system and the downstream drainage system. If the downstream system is not adequate to convey stormwater runoff from the development, the developer shall be conditioned to mitigate post-project flows to levels that can be adequately conveyed by the in-tract and downstream drainage systems.

General Comments:

1. This project is located within DA 56, for which a drainage fee is due in accordance with FC District Ordinance Number 2002-24. By ordinance, all building permits or subdivision maps filed in this area are subject to the provisions of the drainage fee ordinance. Effective January 1, 2020, the current fee in this drainage area is \$0.97 per square foot of newly created impervious surface. The drainage area fee for this lot should be collected prior to filing the final map.

- 2. The FC District is not the approving local agency for this project as defined by the Subdivision Map Act. As a special district, the FC District has an independent authority to collect drainage fees that is not restricted by the Subdivision Map Act. The FC District reviews the drainage fee rate every year the ordinance is in effect, and adjusts the rate annually on January 1 to account for inflation. The drainage fee rate does not vest at the time of tentative map approval. The drainage fees due and payable will be based on the fee in effect at the time of fee collection.
- 3. The DA 56 fee for this project is estimated to be \$281,688 based on the Preliminary Plan. Please see the enclosed spreadsheet for our drainage fee calculation.
- 4. DA 56 has no funding for maintenance of the existing and proposed detention basin facilities. Lindsey Basin, a DA 56 planned detention basin facility that serves communities in the City, is currently maintained by the FC District, but maintenance responsibilities are intended to transfer to the City. If the City does not have adequate funding to assume maintenance responsibilities of Lindsey Basin, the City may want to consider ensuring that a perpetual funding source is in place for maintenance of those facilities by requiring that this development annex into a City CFD or similar funding entity.
- 5. The proposed density of the project, 11.3 developed units per acre, is greater than the R-8 land use density of 4.3 developed units per acre as shown in the DA 56 Hydrology Plan. The planned DA 56 drainage facilities were not designed to convey stormwater flows anticipated from increased impervious area associated with the higher density land use. In order to determine possible impacts to downstream facilities due to a higher volume of runoff associated with the increased density, a hydrology study should be submitted to the City and the FC District for review prior to approving the improvement plans. Otherwise, this project should be required to mitigate flow rates down to the density levels anticipated by the DA 56 Hydrology Plan.
- 6. We recommend that the City condition the developer to design and construct storm drain facilities to adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed.
- 7. The developer should be required to submit hydrology and hydraulic calculations to the City that prove the adequacy of the in-tract drainage system and the downstream drainage system. We defer review of the local drainage to the City. However, the FC District is available to provide technical review under our Fee-for-Service program.
- 8. We recommend that this development be required to prepare an Operations and



Maintenance Manual to be submitted to the City for review.

- 9. We recommend that the proposed earthen ditch along the northwestern portion of the parcel be designed and located so that it does not interfere with maintenance and access to the existing DA 56 planned line, located adjacent to the western property line of the development.
- 10. The proposed bioretention basin at the northern portion of the property appears to collect stormwater runoff for the entire development before draining into a single inlet that discharges into the existing DA 56 planned line. If the inlet becomes clogged or does not have capacity to convey stormwater from a significant storm event, the basin may fill and cause flooding at the surrounding properties. We recommend that a defined emergency spillway be included in the bioretention basin's design to convey potential overflow from the basin and mitigate flooding on adjacent properties.
- 11. The FC District does not recommend the use of bioretention areas (C.3 facilities) sized to meet Contra Costa Clean Water Program C.3 requirements for mitigating peak flows. These C.3 Facilities have not been proven to perform as peak flow mitigation measures under design storm flow conditions for the 10-year storm and above. They do not account for the saturated condition of soils that could precede a 10-year design storm. They have not been in use long enough to provide operational experience that they will continue to perform as designed and be maintained properly. C.3 facilities that are proposed to be used to mitigate peak flows should be analyzed in a way that ignores the above surface storage volume required by the C.3 facilities sizing criteria. Further, we recommend that C.3 facilities be analyzed using a hydrograph produced by or accepted by the FC District.

We appreciate the opportunity to comment on the Preliminary Plan for the Su Property and welcome continued coordination. If you should have any questions, please contact me by e-mail at joe.smithonic@pw.cccounty.us or phone at (925) 313-2348.

Joe Smithonic | Staff Engineer
Contra Costa County Public Works: Flood Control & Water Conservation District
255 Glacier Drive, Martinez, CA 94553-4825
P: 925.313.2348 | E: Joe.Smithonic@pw.cccounty.us

Summary of Drainage Fees						
Development #: Su Property Date: 9-Mar-20						
APN: 041-022-003	Fee S	chedule:	2020	(Ordinance:	2002-24
Drainage Area: 56	Building		Subdivision			
The second secon	Unit Price	QTY	Amount	Unit Price	QTY	Amount
Commercial/Industrial/Downtown	\$ 39,886		-	\$ 42,845		-
Office (Medium)	34,183		-	38,199		-
Office (Light)	28,605		-	32,243		-
	Building		5	Subdivision		
Multifamily Residences	Unit Price	QTY	Amount	Unit Price	QTY	Amount
Less than 2,500 square ft of land	\$ 31,428		-	\$ 31,428		-
2,500-2,999 (square feet per unit)	1,862		-	1,862		-
3,000-3,999	2,134		-	2,134	132	281,688
4,000-4,999	2,483		-	2,483		-
5,000-5,999	2,842		-	2,842		- s
6,000-6,999	3,191		-	3,191		⊷
7,000-7,999	3,531			3,531		-
8,000 +	3,705		-	3,705		-
		Duilding				
Circle Comile Decidential	11.75.	Building			ubdivisio	
Single Family Residential 4,000-4,999 (square feet per unit)	Unit Price	QTY	Amount	Unit Price	QTY	Amount
5,000-5,999	\$ 2,609		-	\$ 4,181		
	2,726		-	4,355		-
6,000-6,999 7,000-7,999	2,842		-	4,530		-
8,000-9,999	2,959			4,705		5
10,000-13,999	3,133			4,957		-
14,000-19,999	3,482 4,064		-	5,461		U.S.
20,000-29,999	5,025		77.2	6,286		-
30,000-39,999	6,237		18 4)	7,537 9,002		
40,000 +	7,479		_	10,369		-
40,000 1	7,473		_	10,309		-
	¥// #					
Amount of Sqr Ft.	Unit Price	Amount				5 N 188 C
impervious surface.	0.97	\$ -		TOTAL:		\$281,688
to account for:						
Calculate DA 130 fee if checked.	1					
Calculate DA 100 fee il checked.						
Mark box to add mitigation fee. n/a						
Comments:						
This drainage area fee estima						
approximately 3,900 square feet per unit on average, as shown on the preliminary development plan					ent plan	
prepared by dk Engineering and dated December 13, 2019.						



Print Date: March 9, 2020

ATTACHMENT "D"



BOARD OF DIRECTORS

Lisa M. Borba, AICP
PRESIDENT
Connstance Holdaway
VICE PRESIDENT
Ernesto A. Avila, P.E.
Bette Boatmun
John A. Burgh

GENERAL MANAGER Stephen J. Welch, P.E., S.E.

March 3, 2020

Ms. Zoe Merideth City of Antioch 200 H Street Antioch, CA 94509

Subject: Su Property Project

Dear Ms. Merideth:

The Contra Costa Water District (CCWD) is in receipt of the City of Antioch's development plans and request for comments related to the above-mentioned project. The Proposed Project is a new 132-unit development on an approximately 12-acre site (APN # 040022003). The Proposed Project is located within the service boundary of the Contra Costa Water District (CCWD).

This proposed project is located directly north of CCWD's Antioch Service Center (ASC). A CCWD untreated water line (Lateral 7.3) leaves the ASC in a right-of way owned by the US Bureau of Reclamation (USBR) and crosses the extension of the proposed Wild Horse Road, which is the access road to the new development. This Lateral was lowered to approximately 10 feet below current grade approximately 10 years ago to accommodate this proposed road extension.

CCWD has the following comments on this proposed project:

Miestine Silman

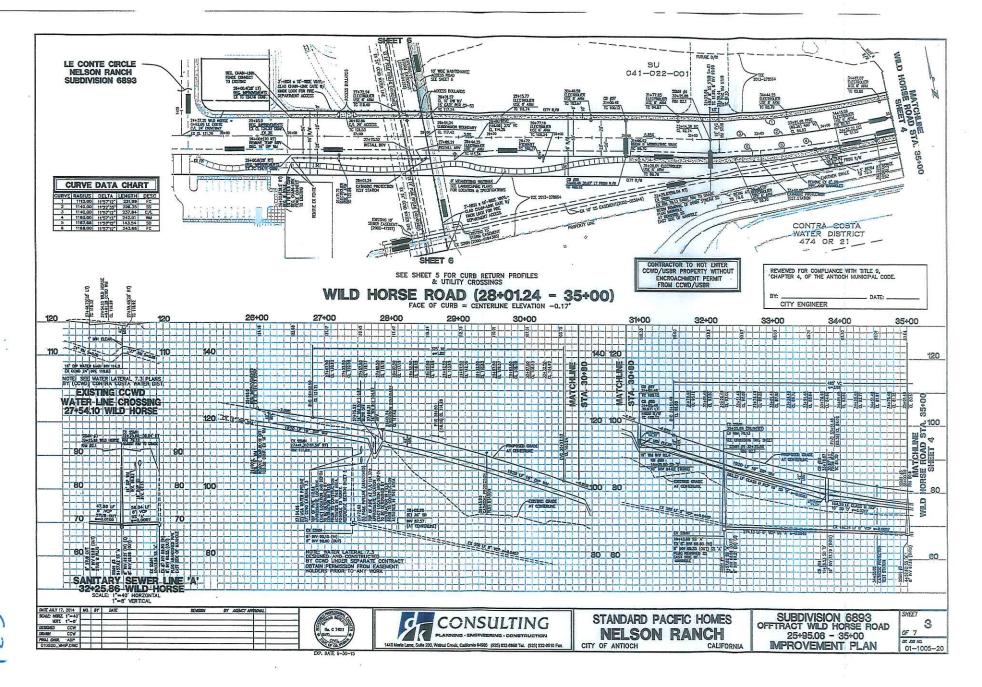
- 1. The plan set does not show CCWD's Lateral 7.3 and the USBR easement (see attached map). Please have the applicant revise these plans accordingly.
- 2. Access to this USBR right of way without approval from CCWD is not allowed.
- 3. All drainage needs to stay on the development site and no stormwater runoff may go onto USBR property

Thank you for your consideration of these comments. Please call me at (925) 688-8118 or email me at cschneider@ccwater.com if you have any questions.

Sincerely,

Christine Schneider Senior Planner

CS/ck



ATTACHMENT "E"

AGORGATE BASE
ASPHALT CONCRETE
ASSESSOR'S PARCEL NUMBER
BECHNING OF CURVE
BECHNING OF VERTICAL CURVE
CURD & CUTTER
CATCH BASIN
CENTERLINE
CONCRETE
CONCRETE
CURD RETURN
CRIVENAY
CONCRETE
CURD RETURN
CRIVENAY
CRIVEN

END OF CURVE END OF VERTICAL CURVE EXISTING

PROPERTY LINE
POINT OF VERTICAL INTERSECTION

RADIAL RECORD INFORMATION RICHT OF WAY SOUTH SOUTH
SIDEWALK
STORM DRAIN
STORM DRAIN EASEMENT
STORM DRAIN MANHOLE
SANITARY SEWER

SANITARY SEWER
SANITARY SEWER EASEMENT
SANITARY SEWER MANHOLE
SOUARE FEET
TOP OF CURB
TOP OF WALL
TYPICAL
WATER MAIN
WEST

ABBREVIATIONS

DRIVEWAY

EXISTING
FUTURE
FACE OF CURB
FINISH GRADE
FIRE HYDRANT
FIELD INLET
HIGH POINT
INTERSECTION
INVERT
LINEAL FEET
LIP OF GUTTER
LOW POINT
MAXIMUM
MINIMUM

MINIMUM MONUMENT NORTH

EAST

PROJECT TEAM

CIVIL ENGINEER:

SOILS ENGINEERS

ARCHITECT:

PHILIP SU 893 CORPOARTE WAY FREMONT, CA 94539 CONTACT: MANUEL PRADO (510) 301-4355

dk ENGINEERING 1931 SAN MIGUEL DRIVE, SUITE 100 WALNUT CREEK, CA 94598

(925) 932-6868 CONTACT: SCOTT HARTSTEIN

BERLOGAR STEVENS & ASSOCIATES PLEASANTON, CA 94566

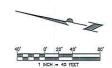
ROUTE 4. BENCHMARK:

BASIS OF BEARING:

PARCEL NUMBERS: 041-022-003

PARCEL NUMBERS:
EXISTING ZONE:
PROPOSED ZONE:
EXISTING USE:
PROPOSED USE:
NUMBER OF UNITS:
SITE ACREAGE:
CONTOUR INTERVAL: 132 UNITS 11.7 ± ACRES PRELIMINARY DEVELOPMENT PLAN SUBDIVISON# SU PROPERTY

> APN 041-022-003 CITY OF ANTIOCH CONTRA COSTA COUNTY, CA **DECEMBER 13, 2019**



SHEET INDEX

DESCRIPTION	NUMBER	
COVER SHEET	1	
SITE PLAN	2	
PRELIMINARY CRADING & UTILITY PLAN	3	

LEGEND PROJECT BOUNDARY RIGHT OF WAY LINE DAYLIGHT CONTOUR LINE, MAJOR CONTOUR LINE, MINOR FACE OF CURB ROAD CENTER LINE RETAINING WALL, STORM DRAIN LINE, FIELD INLET, SANITARY SEWER LINE, MANHOLE WATER LINE, VALVE, FIRE HYDRANT

10" WIDE MAINTENANCE ACCESS ROAD

LAND USE SUMMARY

BUILDING FOOTPRINT	2.40 ACRES (20%)		
OPEN SPACE	4.95 ACRES (42%)		
HARDSCAPE	0.88 ACRES (BX)		
PRIVATE ROADS	1.85 ACRES (16%)		
WILD HORSE ROAD DEDICATION	1.64 ACRES (14%)		
TOTAL	11.72 ACRES		

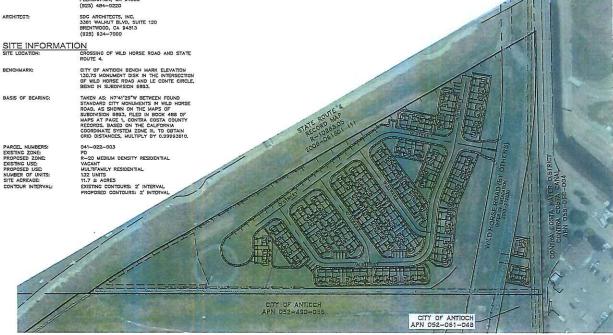
PRELIMINARY DEVELOPMENT PLAN SUBDIVISON #_

SU PROPERTY COVER SHEET

BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN. CITY OF ANTIOCH

CONTRA COSTA COUNTY, CALIFORNIA **DECEMBER 13, 2019**







SU PROPERTY SITE PLAN BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN.

CITY OF ANTIOCH
CONTRA COSTA COUNTY, CALIFORNIA
DECEMBER 13, 2019







LAND USE	SUMMARY		
BUILDING FOOTPRINT	2.40 ACRES (20%)		
OPEN SPACE*	4.95 ACRES (42%)		
HARDSCAPE	0.88 ACRES (8%)		
PRIVATE ROADS	1.85 ACRES (18%)		
WILD HORSE ROAD DEDICATION	1.84 ACRES (14%)		
TIVIAN	11.72 ACRES		

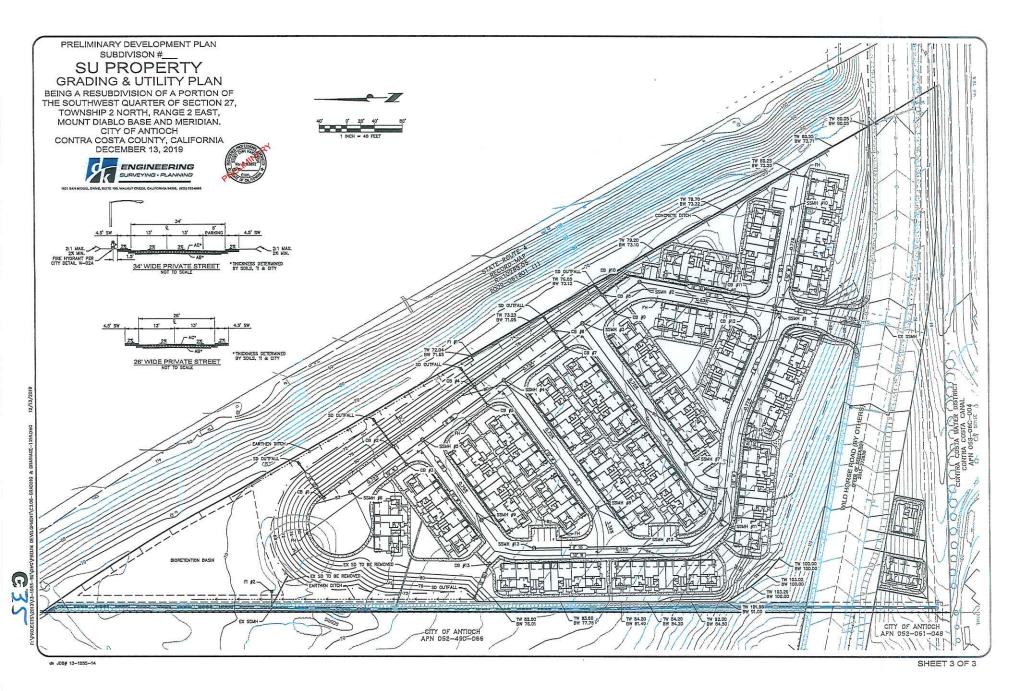
*RECREATIONAL SPACES TO BE DETERMINED

CURVE	DELTA	RADIUS	LENGTH
C1	12'32'03"	100.00	21.88*
C2	18'38'25"	213.00	81,88
C3	82'40'07"	63.00	90.90*
C4	55'07'23"	38.00	36,55*
CS	34'52'37"	100.00	80.87
CS	47'47'30"	38.00	31.70
C7	48'18'51"	75.00	60.63

PARKIN	IG COUNT		
ON-STREET (PARALLEL)	24 SPACES		
ON-STREET (90')	18 SPACES		
OFF-STREET (SIDE BY SIDE)	2 PER UNIT - 196 SPACES		
OFF-STREET (TANDEM)	2 PER UNIT - 68 SPACES		
TOTAL	308 SPACES		

Α	RCHITE	CTURAL B	REAKDO	WN	
MODEL	MODEL BEDROOMS GA		AREA (SF)	TOTAL UNITS	
PLAN 1	2.	2-CAR TANDEM	1,120 SF	34	
PLAN 2	2	2-CAR GARAGE	1,114 SF	34	
PLAN 3	3	2-CAR CARAGE	1,748 SF	22	
PLAN 4 4	2-CAR GARAGE	1,893 SF	42		
			TOTAL	132	

WILD HORSE ROAD (BY OTHERS) CITY OF ANTIOCH APN 052-490-056 CITY OF ANTIOCH APN 052-061-048





Planting Legend_

WATER USE Moderate Low Low Low

WATER USE Low Low Low

















Su Property Preliminary Plan

Antioch, California

Date: January 2020



















CITY OF ANTIOCH PLANNING COMMISSION

Regular Meeting 6:30 P.M.

May 20, 2020 Meeting Conducted Remotely

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Planning Commission meetings live stream (at https://www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/.). The Planning Commission meeting was conducted utilizing Zoom Audio/Video Technology.

Chair Schneiderman called the meeting to order at 6:32 P.M. on Wednesday, May 20, 2020. She announced that because of the shelter-in-place rules issued as a result of the coronavirus crisis, tonight's meeting was being held in accordance with the Brown Act as currently in effect under the Governor's Executive Order N-29-20, which allowed members of the Planning Commission, City staff, and the public to participate and conduct the meeting by electronic conference. Anyone wishing to make a public comment, may do so by submitting their comments using the online public comment form at www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/. Public comments previously submitted by email have been provided to the Planning Commissioners. All items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, May 28, 2020.

ROLL CALL

Present:

Commissioners Motts, Soliz, Barrow, Vice Chair Martin and Chair

Schneiderman

Absent:

Commissioner Parsons

Staff:

Director of Community Development, Forrest Ebbs

Planning Manager, Alexis Morris Associate Planner, Zoe Merideth Project Manager, Scott Buenting City Attorney, Thomas Lloyd Smith

Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes:

February 19, 2020 March 4, 2020

Commissioner Soliz requested a separate vote on the minutes due to his absence at the February 19, 2020 Planning Commission meeting. Commissioner Barrow added that he had not been appointed to the Commission at the time of the February 19, 2020 and March 4, 2020 meetings, so he would also be abstaining from voting on the minutes of those meetings.

On motion by Vice Chair Martin, seconded by Commissioner Motts, the Planning Commission approved the minutes of February 19, 2020, as presented. The motion carried the following vote:

AYES:

Motts, Martin and Schneiderman

NOES:

None

ABSTAIN:

Soliz, Barrow

ABSENT:

Parsons

On motion by Vice Chair Martin, seconded by Commissioner Soliz, the Planning Commission approved the minutes of March 4, 2020, as presented. The motion carried the following vote:

AYES:

Motts, Soliz, Martin and Schneiderman

NOES: ABSTAIN: None Barrow

ABSENT:

Parsons

NEW PUBLIC HEARING

2. PDP-19-02 - Su Property Preliminary Development Plan — Philip Su requests the review of a preliminary development plan, which is not an entitlement, for the development of 132 townhomes in 22 buildings with related amenities on an 11.72-acre project site. This project is a preliminary submittal only. The purpose of this submittal is to gather feedback about any potential concerns or issues for the applicant to become aware of prior to the submittal of entitlements. The project would require the following entitlements: a General Plan Amendment, a Planned Development Rezone, a Use Permit, and Design Review. The project site is located north of Wild Horse Road, West of Hwy 4 (APN 041-022-003).

Associate Planner Merideth presented the staff report dated May 20, 2020 recommending the Planning Commission provide feedback to staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal.

In response to Commissioner Barrow, Associate Planner Merideth explained that based on the City's General Plan the proposed density would be considered high density. She commented that this project was next to Wildhorse Road and Nelson Ranch, north of Laurel Road. She reported that they had not received any comments regarding this project from the surrounding neighborhood.

In response to Vice Chair Martin, Associate Planner Merideth clarified that per state law, a City could change the General Plan up to four times per year and there had not been any approved amendments to the General Plan in 2020. She explained that the Wildhorse Road improvement plans had already been approved so the roadway would not be able to be redesigned to allow for the two units on the southside to be moved into the main project area. She stated that this applicant would be required to join CFDs for the area that were in place at the time of their approval.

In response to Commissioner Motts, Planning Manager Morris stated that the City may begin a comprehensive General Plan update this year and it would be a multi-year process.

In response to Chair Schneiderman, Planning Manager Morris confirmed that there were other 3-story multi-unit buildings in Antioch.

In response to Chair Schneiderman, Associate Planner Merideth stated that with the configuration of the project there would not be a lot of opportunity for speeding.

In response to Commissioner Barrow, Planning Manager Morris clarified that there were no other high-density projects in the immediate vicinity of this project, most of the residential developments in this area were single-family subdivisions.

Commissioner Barrow stated his concern was making sure that the project dedicated the appropriate amount of recreational open space for this community. He requested staff diligently consult with the applicant to ensure that this issue was addressed.

Chair Schneiderman opened the public hearing.

Scott Hartstein, dk Engineering and Jeff Potts, SDG Architects, thanked the Planning Commission and staff for working with them to keep the project moving forward. They introduced the development team and presented a PowerPoint presentation which included a history of the project, the original proposed preliminary development plan, and scheme C with the revisions suggested by staff. They noted scheme C would almost double the amount of usable open space and reduce the building footprint by almost half an acre.

In response to Commissioner Motts, Mr. Hartstein stated there was approximately 1.4% more hardscape in Scheme C from the original plan. Mr. Potts added that there most likely would be private areas located within the paseo spaces; however, that has yet to be determined.

Planning Manager Morris added that in addition to parks and recreation space, the citywide design guidelines for multi-family projects had outdoor open space square footage requirements which were typically provided by adding a patio or balcony.

In response to Vice Chair Martin, Mr. Hartstein explained that this project was lower than Wildhorse Road and there was open space area between this project and the property line to the east. He commented that this project was always planned to be a multifamily project and the houses on the ridge would most likely look over this project, so it would not obstruct views.

In response to Vice Chair Martin, a representative of the applicant stated that they would work with staff to ensure that the two units on the south side of Wildhorse Road were incorporated into the project. He explained that there was security fencing along the Water District property.

A representative of the applicant added that Wildhorse Road would be used by the existing residential properties. He noted they most likely would have an HOA for maintenance and they would be working with staff on the details.

In response to Vice Chair Martin, a representative of the applicant stated that all owners would be aware that the common area/open space were public parks.

In response to Commissioner Barrow, a representative of the applicant clarified that this proposal was a modification to the original 1980 multifamily unit plan. He noted the direct adjacent single-family homes were approximately 200 feet away and up a grade.

Commissioner Barrow stated that lighting enhancements and public safety were critical for developments of this size and density. He urged the developer to factor in a sense of community.

In response to Commissioner Barrow, a representative of the applicant stated this project would be 400-feet away from the Nelson Ranch Park and he assumed when this project was originally approved, part of the open space for that park was included for this project; however, they were planning separate from that. He stated they were looking for direction from the Planning Commission on their project and they would work with staff once they received that direction.

Planning Manager Morris added that the purpose of the study session was to receive feedback on the project, which would then be turned into their submittal for the development application.

Commissioner Barrow stated he agreed with the staff report recommendations and urged the applicant to take under consideration the open space recreational areas, public safety and creating a sense of community.

Chair Schneiderman opened and closed the public hearing with no members of the public requesting to speak.

Chair Schneiderman voiced her support for Scheme C and noted that this project was needed in Antioch.

Vice Chair Martin voiced his support for Scheme C, noting it had more of a community feel. He agreed that the applicant needed to consider safety and lighting for the project. He expressed concern regarding the two units across Wildhorse and suggested staff work with the applicant to determine if they could be designed to be more inclusive or eliminated. Additionally, he suggested the applicant consider setting the floor plans to maximize privacy. He stated a traffic study needed to be conducted as part of the EIR for the project. He requested the applicant address what would be occurring in the triangle area to the west of the project. He questioned where the second access point would be located. He requested a discussion occur with regards to the boundary/border fencing with Highway 4 and the Contra Costa Canal. He directed the applicant to define their HOA guidelines for maintenance/landscaping of the public areas.

Commissioner Motts voiced his support of Scheme C. He noted that currently houses overlook a freeway wall so he believed this project would be more attractive and provide a sound barrier for those houses. He suggested raising the trail crossings on the roadway to create a speed table to slow traffic and provide a walkway for residents. He encouraged the applicant to plant as much native trees and vegetation, as possible. He stated he looked forward to seeing how the applicant incorporated the two units located across the street into the project.

Commissioner Soliz voiced his support for Scheme C. He also stated he did not know how the two units across Wildhorse would be connected to the development. He agreed that public safety was important and questioned what the impact of the project would be on the School District. He stated he supported including native species of vegetation in the project. He questioned if the project was going to have a gated access.

A representative of the applicant responded that they had not determined if the project would be gated. With regards to the Water District property, he noted there was a keycode entrance by the railroad tracks, so it was a secure facility. He added that they had been in contact with the Water District and they were not aware of any problems they had with regards to securing the site.

Commissioner Barrow stated they did not want adjacent residential homes to be dwarfed by this project. He reported that building codes had changed with regards to energy efficiency and suggested the applicant consider how the location of solar panels would impact surrounding neighbors. He stated he was impressed with the design schematic and commended the applicant on their proposal. He noted it would be a great addition and it was a much-needed housing product.

In response to Commissioner Barrow, a representative of the applicant stated the units would be for sale.

In response to Commissioner Barrow, Planning Manager Morris explained that if the application were submitted in the next couple of months, it would likely be before the Planning Commission and City Council early next year.

Commissioner Barrow commended the applicant on the project and urged them to take all the Commission's feedback into consideration when developing a final application for the project.

In response to Commissioner Soliz, a representative of the applicant stated that this project was designed for first time buyers and they did not want to compete with larger single-family homes, so they would be priced accordingly depending on what the market would bare. He noted they had done similar projects in other communities within the bay area.

Planning Manager Morris stated that the next steps would be that the applicant taking the Commissions' and staff's recommendations and folding them into a submittal. She reported the design for Wildhorse Road had been approved and she believed its construction would begin this calendar year. She noted it would serve this development and the Water District better than what was currently in place.

A representative of the applicant added that Wildhorse Road would dead-end at the freeway.

Planning Manager Morris stated that Laurel Road once completed would access the freeway. She noted that at some time in the future, Slatten Ranch Road would connect Wildhorse Road and continue going north.

Chair Schneiderman thanked the applicant for the presentation and investing in Antioch.

NEW ITEM

3. PW-150-20 – The City of Antioch is requesting a determination that the 2020-2025 Capital Improvement Program is consistent with the Antioch General Plan, which includes a determination that any acquisition or disposition of property identified in the project description for each project in the Capital Improvement Program is consistent with the General Plan.

Project Manager Buenting presented the staff report dated May 20, 2020 recommending the Planning Commission determine that the 2020-2025 Capital Improvement Program is consistent with the Antioch General Plan, which includes a determination that any acquisition of disposition of property identified in the project description for each project in the Capital Improvement Program is consistent with the General Plan.

In response to Commissioner Soliz, Project Manager Buenting stated that they had investigated the funding sources for the CIP projects, and they were confident that they were being fiscally responsible.

In response to Commissioner Barrow, Project Manager Buenting stated that staff believed the CIP was consistent with the Antioch General Plan and they were hoping that the Planning Commission would confirm staff's findings. He explained that Council approved the two-year CIP that included a budget last year and they returned yearly with the revisions to the plan. He further noted they typically funded the project when it commenced; however, the project may not be completed within the same year. He added that in some cases the initial funding was for the design stage that rolled over into construction.

Vice Chair Martin commended staff for providing a document that was easily understood. He commented that there were three project of concerns, projects 7363, 7697 and 7955 which showed that funding did not occur until after the project was set for completion.

Project Manager Buenting stated that he would investigate the inconsistencies prior to the CIP going to Council for approval. He recognized staff for all their time making the document readable.

Chair Schneiderman opened and closed the public comment period with no members of the public requesting to speak.

RESOLUTION NO. 2020-11

On motion by Commissioner Barrow, seconded by Commissioner Motts, the Planning Commission determined that the 2020-2025 Capital Improvement Program was consistent with the Antioch General Plan, which includes a determination that any acquisition of disposition of property identified in the project description for each project in the Capital Improvement Program was consistent with the General Plan.

The motion carried the following vote:

AYES:

Motts, Soliz, Barrow, Martin and Schneiderman

NOES:

None

ABSTAIN:

None

ABSENT:

Parsons

ORAL COMMUNICATIONS

Commissioner Motts stated that whoever dropped off his agenda packet did not pick up his binder so he would be bringing it back to City Hall.

Director of Community Development Ebbs stated that while social distancing guidelines were in place, there would be a rack on the second floor outside the door available to place his binder.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Commissioner Motts reported on his attendance at a virtual TRANSPLAN meeting.

Chair Schneiderman thanked the City for making the Zoom meeting easy and providing the applicant the ability to make his PowerPoint presentation.

ADJOURNMENT

On motion by Commissioner Soliz, seconded by Commissioner Motts, the Planning Commission unanimously adjourned the meeting at 8:00 P.M. The motion carried the following vote:

AYES.

Motts, Martin, Soliz, Barrow and Schneiderman

NOES:

None

ABSTAIN:

None

ABSENT:

Parsons

Respectfully submitted:

KITTY EIDEN, Minutes Clerk

ATTACHMENT H ATTACHMENT "A"

RESOLUTION NO. 2021/01

RESOLUTION OF THE CITY PARKS AND RECREATION COMMISSION OF THE CITY OF ANTIOCH RECOMMENDING ACCEPTANCE OF PARK-IN-LIEU FEES TO MEET THE PARK LAND OBLIGATION OF WILD HORSE MULTI-FAMILY PROJECT

WHEREAS, the City of Antioch has received an application for the Wild Horse Multi-Family project, a subdivision that includes 126-units of multi-family townhomes;

WHEREAS, the Subdivision Ordinance states that subdivisions creating 50 dwelling units or more must dedicate land for the purposes of park development or pay the park-in-lieu fees or both at the option of the City;

WHEREAS, the total calculated park land dedication obligation for the Project is 1.197 acres as established by the City of Antioch Municipal Code and the current proposed 0.22-acre park area falls under;

WHEREAS, the proposed development cannot provide for enough land to meet the minimum park land dedication obligation;

WHEREAS, the park-in-lieu fees for the Wild Horse Multi-Family project has been calculated at \$119,700 based on the requirements of the City of Antioch Municipal Code; and

WHEREAS, the 0.22-acre park area, being under two contiguous acres, does not meet the minimum requirements of the City of Antioch Municipal Code for the qualification of fee credits.

NOW, THEREFORE, BE IT RESOLVED, that the Park and Recreation Commission does recommend that the Wild Horse Multi-Family project meet its park land dedication requirements through the payment of park-in-lieu fees; and

BE IT FURTHER RESOLVED that the Park and Recreation Commission does recommend that park-in-lieu fees in the amount of \$119,700 be paid to the City of Antioch to meet the Project's park land dedication obligation.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Parks and Recreation Commission of the City of Antioch at a regular meeting thereof held on the 21st day of October 2021 by the following vote:

AYES: COMMISSIONERS ARCE, EUBANKS, KING, KNIGHT, AND PECKENHAM

NOES: (NONE)

ABSTAINS: (NONE)

ABSENT: COMMISSIONERS BELCHE AND FOSTER

BRAD HELFENBERGER CLERK TO THE PARKS AND RECREATION COMMISSION



PARKS & RECREATION COMMISSION MEETING

NOTE THE MEETING LOCATION CHANGE

Antioch Community Center 4703 Lone Tree Way Antioch, CA 94531

> Thursday October 21, 2021 7:00 p.m.

ANNOTTATED AGENDA

I. CALL TO ORDER

Call to Order by Chair Arce at 7:00 pm

II. PLEDGE OF ALLEGIANCE

Vice Chair Knight led the Pledge of Allegiance

III. ROLL CALL

Commissioners Present: Arce, Eubanks, King, Knight, Peckenham Commissioners Absent: Belche, Foster Staff Present: Brad Helfenberger, Parks and Recreation Director John Samuelson, Public Works Director Carlos Zepeda, Deputy Public Works Director Rosanna Bayon-Moore, Assistant City Manager

IV. PUBLIC COMMENTS

Residents are given the opportunity to address the Commission on Park and Recreation issues not on the regular agenda.

There were no public comments.

V. APPROVAL OF MINUTES

Recommended Action:

1. Motion to approve annotated agenda minutes of the Parks and Recreation Commission meeting of September 16, 2021.

Motion to Approve Minutes for Meeting of September 16, 2021 Motion: Knight, Second: Peckenham 5 Yes / 0 No 2 Absent

Individuals may view the agenda and related writings on the City of Antioch website: www.antiochca.gov. 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.

H3

VI. BUSINESS

 Wild Horse Multi-Family Project Determination of Dedication of Land or Payment of Park-In-Lieu Fees

Director Samuelson introduced the item. The Wild Horse Multi Family project include a .22 acre private park. Because of the size of the park, they are also required to provide a Park-In-Lieu fee payment of \$119,700. The developer was present but did not make a presentation.

Motion to recommend the developer be required to provide the park-in-lieu fee.

Motion: Knight, Second: Arce
5 Yes /0 No
2 Absent

2. Discussion of Possible Locations for Future Outdoor Fitness Equipment

The Commission had a discussion about ideas to add outdoor fitness equipment to existing parks and trails. The Commission requested that the item come back for future discussion at a later meeting.

VII. COMMUNICATIONS (Announcements and Correspondence)

1. Staff Communication

Director Helfenberger shared COVID-19 testing and vaccine resources and information on various fall-related events planned in the City.

2. Commission Communication

Chair Arce requested that the Commission have the opportunity to speak with Recreation Staff. Director Helfenberger suggested inviting the Recreation Supervisors to subsequent meetings. Chair Arce also provided an update on the Bicycle Garden project. Commissioner King requested information about Antioch Trail projects. Information will be provided at a future meeting. Commissioner King asked about local races that happen in Antioch.

VIII. ADJOURNMENT

Motion: Knight, Second: Arce
5 Yes /0 No
2 Absent
Meeting Adjourned at 7:53 pm

Individuals may view the agenda and related writings on the City of Antioch website: www.antiochca.gov. 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.

H4

Contra Costa County



Fire Protection District

December 23, 2020

Ms. Merideth
City of Antioch
Community Development
PO Box 5007
Antioch. CA 94531-5007

Subject:

126-unit townhome subdivision

North of Wild Horse Rd, West of Highway 4. Antioch

PD-20-01

CCCFPD Project No.: P-2020-05270 (previously reviewed under P-2020-00774)

Dear Ms. Merideth:

We have reviewed the preliminary development plan application to establish a 126 unit, 25 building townhome subdivision of unknown type construction, unknown occupancy classification, unknown square foot and unknown height, at the subject location. The following is required for Fire District approval in accordance with the 2019 California Fire Code (CFC), the 2019 California Building Code (CBC), the 2019 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

- 1. A Community Facilities District (CFD) for fire protection is required for this project. Developer shall enter into a Memorandum of Understanding (MOU) with the Contra Costa County Fire District (the "Fire District") regarding the establishment of a Community Facilities District (the "Fire Services CFD") or annexation of the Property into an existing CFD, for the purpose of funding the Fire District's fire and emergency services operations to offset the annual fiscal impacts of the Project on the District's fire and emergency services. Developer and Fire District shall enter into such MOU prior to issuance of the first final subdivision map
- 2. The project falls well outside the Fire District's ability to provide a ladder truck within a reasonable response time. The proposed location is approximately 6 road miles from the nearest ladder truck (Fire Station 83) which is approximately ten to fourteen-minute travel time. Response areas with 5 buildings that are 3 stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria, should have a ladder company. Further, the ISO Fire Suppression Rating Schedule (FSRS) standard states a ladder truck should be located within 2.5 road miles to those response areas. The project would need to provide mitigation for this lack of adequate fire service response capability.
- Access shall comply with Fire District requirements.

Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. Access roadways

shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

Aerial Fire Apparatus Access is required where the vertical distance between grade plane and the highest roof surface exceeds 30 feet as measured in accordance with Appendix D, Section 105 of the 2019 CFC. Aerial access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and building.

 Access roadways of less than 28-feet unobstructed width shall have signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC

Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have **NO PARKING – FIRE LANE** signs posted, allowing for parking on one side only or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

- 5. Turnaround shall comply with Fire District requirements.
- 6. If the occupancy classification of the buildings is determined to be R-2, the project as proposed shall require the installation of a second Fire District access point. (503.1.2, 503.2.2) CFC
- 7. Access gates for Fire District apparatus shall be a minimum of 20-feet wide. Access gates shall slide horizontally or swing inward and shall be located a minimum of 30 feet from the street. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock. Contact the Fire District for information on ordering the key-operated switch. (D103.5) CFC.
- 8. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC
- 9. The developer shall provide hydrants of the East Bay type in compliance with Chapter 5 and Appendix B and C of the California Fire Code. (C103.1) CFC
- 10. Provide emergency escape and rescue openings in Group R occupancies of type V construction. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening. Such openings shall open directly into a public way or to a yard or court that opens to a public way.

Landscaping, signage and other obstructions must not hinder the positioning of firefighting ground ladders from apparatus access to the rescue windows.

11. A land development permit is required for access and water supply review and approval prior to submitting building construction plans.

The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:

All existing or proposed hydrant locations,
Fire apparatus access,
Aerial fire apparatus access,
Elevations of building,
Size of building and type of construction,
Striping and signage plan including fire lanes
If type V construction, provide drawings for paths fr

If type V construction, provide drawings for paths from the public way to under emergency escape and rescue openings showing a proposed clear path and clear space under these openings that allow for the placement of ground ladders at a climbing angle of 70 to 75 degrees and a minimum of 18" clearance from the base of the ladder to any obstruction (see attached ground ladder access standard) for review and approval prior to obtaining a building permit.

This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

12. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC

Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

- 13. Depending on occupancy type, the buildings as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2016 edition of NFPA 13D, 13 R or Section R313.3 of the 2019 California Residential Code. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County Ordinance 2019-37.
- 14. New buildings shall have approved radio coverage for emergency responders. An emergency responder radio coverage system shall be installed when the conditions of CFC 510.4.1 are not met. Testing shall be conducted and the results submitted to the Fire District prior to the building final. (510.1) CFC
- The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC
- 16. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC
- 17. Development on any parcel in this subdivision shall be subject to review and approval by the Fire District to ensure compliance with minimum requirements related to fire and life safety. Submit three (3) sets of plans to the Fire District prior to obtaining a building permit. (501.3) CFC
- 18. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC
- 19. The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of

changes affecting the utilization of information contained in such prefire plans. (Ch.33) CFC

- 20. If the occupancy classification is R-2, the developer shall submit a minimum of two (2) complete sets of building construction plans and specifications of the subject project, including plans for any of the following required deferred submittals, to the Fire District for review and approval *prior to* construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC
 - Private underground fire service water mains
 - Fire sprinklers
 - Fire alarm
 - Emergency Responder Radio Coverage System (ERRCS)

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely.

Todd Schiess Fire Inspector I

cc.

Phillip Su

CCP Contra Costa Investor LLC

893 Corporate Way Fremont, CA 94539 philipsu99@gmail.co

File: 0 WILDHORSE RD-TOWNHOME SUBDIVISION-PLN-P-2020-5270



PROJECT REFERRAL – REQUEST FOR REVIEW

PROJECT:

Su Property, GP-20-03 and PD-20-01

DATE OF REQUEST:

12/15/2020

SUBMIT COMMENTS TO:

Zoe Merideth (zmerideth@ci.antioch.ca.us)

COMMENTS DUE BY:

**** January 4, 2020 ****

The City of Antioch Planning Division is requesting that your agency review these plans and provide your feedback on availability of services, potential design or code conflicts, requirements for additional permits, and recommended conditions of project approval.

Development plans and related information for the project identified above, can be accessed at: https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/PD-20-01.pdf

Project No: GP-20-03, PD-20-01

Application Type: Planned Development

Address: Neroly Road

Project Description: General Plan Amendment, Planned Development Rezone, Final Development Plan, and Vesting Tentative Map for Condominium Purposes for a 126 unit multi-family townhome project at the 11.72 acre parcel north of the terminus of Wild Horse Road and west of Highway 4.

Applicant Name: CCP-CONTRA, COSTA INVESTORS LLC, Phillip Su

Mailing Address: 893 Corporate Way, Fremont, CA 94539

Phone: 510-226-6338

E-mail: philipsu99@gmail.com

Project status and other information can be accessed online from our Current Project List under the project's name.

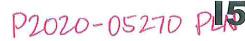


CONTRA COSTA FIRE DISTRICT

Phone: (925) 779-7035 Fax: (925) 779-7034 **Antiochca.gov** COMMUNITY DEVELOPMENT DEPARTMENT

200 H Street Antioch, CA. 94509

AntiochlsOpportunity.com



Project Description Su Property

The 11.72 acre project site is located at the eastern end of Wildhorse Road below and between the K Hovnanian's Monterra in Nelson Ranch and adjacent to the Hwy 4 by-pass. The subject site is the last undeveloped property in the original Nelson Ranch Development. The Nelson Ranch development was finalized prior to the approved location and owner's dedication of land for the Hwy 4 by-pass.

The property is presently zoned P-D low density. After meetings with the Planning Department and a working session with the Planning Commission it was agreed that the Owner/Developer would request a GP and zoning change to P-D, R-20 High Density Residential. Market research along with the constraints and location of the property were contributing factors in determining this more appropriate zoning. This zoning will provide a transition from the large lot higher priced homes to smaller lot lower priced homes adjacent to the Hwy 4 by-pass. The Owner/Developer feels that the request for the higher density zoning is reasonable with these concerns. The zoning request will help fill an unmet need in the local market for home ownership of new, small homes for the young professionals with families and empty nesters at a market determined lower price point.

The request will accommodate 25 Buildings consisting of 126 units of for sale Condominiums and related amenities including 4.95 acres of open space, parking and landscaping managed by a Homeowners Association. The units will range in size from approximately 1120 to 1900 square feet, with between 2 and 4 bedrooms and 2 to 3.5 baths. All units will have 2 car-attached garages. The existing Nelson Ranch Park is approximately 400 feet away.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney 745

SUBJECT: Amendment of Antioch Municipal Code to Require Safe Storage of

Firearms in Residences

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed safe gun storage ordinance, attached hereto as Exhibit A, requiring Antioch residents to safely store firearms in their residences.

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

California law makes it a crime for a gun owner to store a loaded firearm in a home, or within an area of the owner's control, and do so when the owner knows, or should know, that a child could access it without a parent's permission. (California Penal Code, § 25100.) This means if an owner knows that a child can access a stored gun, the owner should: (1) make certain that it is unloaded, and (2) store it in a place outside of the child's access (like a locked container with a combination lock or a key lock). A violation of the above law is a misdemeanor offense. The crime is punishable by up to one year in county jail. This punishment will increase if a child accesses the weapon and causes harm, great bodily injury, or death. (*Ibid.*)

California law also makes it a criminal offense for a firearm owner to: (1) store a loaded gun in a home, or within an area of the owner's control, and do so when the owner knows, or should know, that a person prohibited from possessing a firearm under state law or federal law could access it. (Ibid.) This means if an owner knows that an adult who cannot possess a firearm can get to the stored weapon, the owner should: (1) make certain that it is unloaded, and (2) store it in a place outside of the adult's access (like in a locked container). A violation of the above law is charged as a misdemeanor. The crime is punishable by up to one year in county jail. This punishment increases if an adult accesses the weapon and causes harm, great bodily injury, or death. (Ibid.) In such cases, the crime can be charged as a felony and lead to custody in state prison for up to three

years. Several California jurisdictions have adopted "safe gun storage" ordinances to bolster firearm safety in the home.

A 2017 Pew Research Center survey found that 42% of adults live in a gun-owning household.¹ The Centers for Disease Control and Prevention report that in 2019, there were 39,707 firearm-related deaths in the United States.² In 2019, firearms were used in 23,941 suicides in the United States.³ However, applying trigger locks or using lockboxes to store unsupervised firearms in the home can reduce firearm related violence and accidents.

The City Council directed staff to prepare a safe firearms storage ordinance for the City of Antioch. The proposed ordinance requires any person in a residence in Antioch to store firearms in a locked container or disable them with an appropriate safety device in the home. Keeping a firearm locked when it is not being carried prevents unauthorized users, including children, from accessing and using firearms which can reduce unintentional discharges, firearm theft, and suicide.

The requirements of this ordinance do <u>not</u> apply when a firearm is legally carried on the person, or otherwise in his or her immediate possession and control, nor when the firearm is in the immediate possession and control of a peace officer. The ordinance as proposed does not create a substantial to burden to persons lawfully carrying and storing firearms in the home, but it requires safe firearm storage in an effort to decrease the risk of harm to children and the entire community.

ATTACHMENTS

A Ordinance

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¹ Pew Research Center Website: https://www.pewresearch.org/social-trends/2017/06/22/americas-complex-relationship-with-guns/

² CDC website: https://www.cdc.gov/violenceprevention/firearms/fastfact.html

³ CDC website: https://www.cdc.gov/nchs/fastats/suicide.htm

	ORDINANCE NO.	
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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING SECTIONS 4-6.04, 4-6.05, and 4-6.06 TO CHAPTER 6 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE, RELATING TO STORAGE OF FIREARMS IN A RESIDENCE

- **WHEREAS**, the City of Antioch ("City") does not presently regulate firearm storage within residential locations;
- **WHEREAS**, firearm injuries have a significant adverse public health and safety impact nationally, regionally, and locally;
- **WHEREAS**, improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children;
- **WHEREAS**, in California, numerous people die each year from injuries related to firearms, and many more are hospitalized for non-fatal gunshot wounds;
- WHEREAS, having a loaded or unlocked firearm in the home has been associated with an increased risk of firearm-related injury and death, as well as theft of the firearm;
- **WHEREAS**, a firearm stored while loaded or unlocked increases the risk of an accidental shooting;
- **WHEREAS**, quick access to a loaded firearm heightens the risk that a young person's impulsive decision to commit suicide may be carried out without reflection or seeking help, and that the impulsive attempt will be fatal;
- **WHEREAS**, utilizing gun locks or lock boxes when storing firearms in the home reduces the risk of firearm injury and death, as well as theft;
- **WHEREAS**, keeping a firearm locked when it is not being carried ensures that it cannot be accessed or used by others without the owner's knowledge or permission, decreasing the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally;
- **WHEREAS**, the International Association of Chiefs of Police and the American Academy of Pediatrics recommend the safe storage of firearms;
- **WHEREAS**, both gun control and gun rights activists, including the National Rifle Association, endorse the use of locking devices when storing firearms to ensure that unauthorized and untrained persons cannot access firearms to inflict injury or cause death;

WHEREAS, requiring stored, unsupervised firearms to be secured with gun locks or in a locked container does not substantially burden the right or ability to use firearms for self-defense in the home:

WHEREAS, the proposed locking requirements apply to firearms that are not being legally carried. Legal firearm owners and adults over 18 may still carry loaded and unlocked firearms in their home at any time. The safe storage requirements also permit legal owners to store their firearms fully loaded if they wish;

WHEREAS, firearm security does not preclude quick access. Portable lockboxes with simplex or biometric locks can store loaded handguns such that they are always within easy reach on counters, tables, or nightstands. Such safely stored handguns may be more quickly and easily retrieved for use in self-defense than unlocked handguns hidden away in seldom-used or remote locations; and

WHEREAS, the City Council finds that requiring safe storage of firearms would constitute a sensible safety regulation and would not be unduly burdensome for firearm owners.

The City Council of the City of Antioch, California, does hereby ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Adoption. Sections 4-6.04, 4-6.05, and 4-6.06 are hereby added to the Antioch Municipal Code, to read as follows:

§ 4-6.04 STORAGE OF FIREARMS IN A RESIDENCE

Except when carried on his or her person, or otherwise in his or immediate control and possession, no person shall keep a firearm (as defined in California Penal Code section 16520, as it may be amended from time to time) in any residence in Antioch owned or controlled by that person unless the firearm is stored in a locked container (as defined in California Penal Code section 16850, as it may be amended from time to time) or the firearm is disabled with a safety device listed on the California Department of Justice's roster of firearm safety devices (as defined in California Penal Code sections 16540 & 23635, as may be amended from time to time).

§ 4-6.05 VIOLATIONS

The violation of this Chapter shall constitute an infraction. This Chapter may be enforced as described in Title 1 of this Code.

§ 4-6.06 EXCEPTIONS AND OTHER LAWS

The requirements of section 4-6.04 do not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of, an individual in accordance with applicable local, state, and/or federal laws.

This Chapter does not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of a peace officer (as defined in California Penal Code sections 830 et seq, as may be amended from time to time).

It is not the intention of this Chapter to regulate any conduct if the regulation of such conduct has been preempted by state or federal law.

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. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance sets requirements for safe storage of firearms in residential locations, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

<u>SECTION 4.</u> Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

<u>SECTION 5.</u> Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 11th day of January 2022 and passed and adopted at a regular meeting thereof, held on the _____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lamar Thorpe, Mayor

Elizabeth Householder, City Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney 745

SUBJECT: Introduction of Ordinance Amending the Antioch Municipal Code

Sections 9-5.3803 and 9-5.3834 to Prohibit Oil and Gas Drilling, Production, and Exploratory Operations as Permitted Uses in the

M-2 and S Zones

RECOMMENDED ACTION

It is recommended that that the City Council waive the first reading and introduce by title only an ordinance amending the Antioch Municipal Code Sections 9-5.3803 and 9-5.3834 to remove oil and gas drilling, production, and exploratory operations as permitted uses in the "heavy industrial" (M-2) zone and in the designated portion of the Sand Creek Focus Area of the "S" Study District.

FISCAL IMPACT

There is no anticipated direct fiscal impact as a result of this item because there are no presently authorized oil and gas operations in the zones affected by the proposed ordinance, nor are there any pending applications for land use entitlements that will be affected. There may be an indirect fiscal impact in the future, to the extent the City will no longer permit operation of oil and gas drilling or production facilities that may otherwise have increased employment opportunities or revenue to the City in the form of taxes. However, there are no present or pending land use entitlements for oil and gas drilling or production purposes, and other industrial uses that bring employment and revenue opportunities to the City will continue to be permitted in the M-2 zone.

DISCUSSION

The Antioch Municipal Code presently authorizes oil and gas drilling, production, and exploratory operations in the M-2 zone, which is an industrial district, after obtaining a use permit, and as a temporary use within a portion of the Sand Creek Focus Area of the "S" Study District. There are presently no active oil and gas operations in the M-2 zone. Nor are there any pending land use entitlement applications to undertake oil and gas operations in that zone. Within the City as a whole, there is a deemed complete application at the Creekside Vineyards at Sand Creek project location for a zoning text amendment and use permit to allow oil and gas exploration. The applicant requested to

put the application on hold in May 2020 and no further action has occurred. In March 2021, the City Council approved the Creekside Vineyards at Sand Creek residential project. The proposed oil and gas exploration plans show that the potential exploration would occur in an area outside of the approved residential development envelope of the site.

The "S" Study District refers to the property now owned and entitled as part of "The Ranch" development in the Sand Creek Focus Area. The Ranch includes exclusively residential and commercial uses in its project entitlements and Development Agreement. The entitlements and Development Agreement function as a binding limitation on land uses for the project, so unless the project proponent/landowner requested modification of the entitlements and Development Agreement to allow oil and gas uses upon City approval – which would effectively abandon the current entitlements – no oil and gas uses are feasible on the property. Further, approximately 2/3 of The Ranch project is within 1,500 feet of existing homes, which would separately restrict the ability to use the site for oil and gas drilling and production purposes.

Oil and gas drilling and production can have significant environmental and health effects on the community. For example, oil and gas production can substantially increase air pollution in the areas where permitted, and fossil fuel extraction contributes to emissions that create long-term climate change effects.

Antioch prides itself on its recreational opportunities, affordability, and the wellbeing of its residents; precluding oil and gas operations within City limits will protect the ability of Antioch's residents to enjoy clean air and water, and live and work in a healthy and commercially thriving community.

There is no immediate or anticipated effect to existing or proposed oil and gas uses within the City limits and restricting such uses would most likely have positive health and environmental effects for the entire community.

ATTACHMENTS

A. Proposed Ordinance

	ORDINANCE NO.	
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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SECTIONS 9-5.3803 AND 9-5.3834 OF ARTICLE 38 OF CHAPTER 5 OF THE ANTIOCH MUNICIPAL CODE RELATING TO ZONING RESTRICTIONS FOR OIL AND GAS DRILLING

WHEREAS, the City of Antioch ("City") presently authorizes oil and gas drilling and production in the "heavy industrial" (M-2) zone, with a Use Permit issued by the Planning Commission;

WHEREAS, the City presently regulates oil and gas drilling and recovery in the Sand Creek Focus Area of the "S" Study District as a temporary use;

WHEREAS, the City now desires to remove oil and gas drilling, production, and recovery as authorized uses in the M-2 zone and authorized temporary uses in the "S" Study District; and

WHEREAS, there are presently no active oil and gas drilling or production operations within the City's M-2 or "S" Study District, and no approved requests for land use entitlements to construct or operate such oil and gas drilling or production facilities.

The City Council of the City of Antioch, California, does hereby ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Amendment. Section 9-5.3803 of the Antioch Municipal Code, "Table of Land Use Regulations", is hereby amended so that "oil & gas drilling" and "oil and gas production" are no longer permitted in the M-2 zone. A copy of the amended Table of Land Use Regulations is attached hereto and incorporated by reference herein.

SECTION 3. Amendment. Subsection (B) is hereby deleted from Section 9-5.3834 of the Antioch Municipal Code, and previous subsections (A)(1) and (A)(2) will now be renumbered as subsections (A) and (B), so that Section 9-5.3834 shall now read as follows:

"§ 9-5.3834 STUDY DISTRICT (S).

Within the "S" Study District, all properties are entitled to and restricted by the requirements of the previous county zoning designations that applied to the property prior to the date of annexation by the city.

(A) All land uses existing on the date of annexation by the city shall be allowed to continue and expand as would otherwise have been allowed under the previous county zoning designations, including the keeping of animals and other uses of land permitted under county ordinances prior to the date of annexation by the city.

(B) No individual application for approval of a development project, other than what would have been allowed under the previous county zoning designations, may be approved in advance of approval by the city of a specific plan, or an alternative planning process as determined by the City Council."

SECTION 4. 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. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance changes City zoning regulation of oil and gas drilling and exploration operations, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

<u>SECTION 5.</u> Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 6. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the _____ of January, 2022, and passed and adopted at a regular meeting thereof, held on the _____ day of January, 2022 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 Amended Table of Land Use Regulations Antioch Municipal Code § 9-5.3802

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	so	M-1	M-2	Н	ES9	CB
RESIDENTIAL USES	SES																		
Day-care centers (§ 9-5.3832)	U	n	n	U	U	U	U	U	U	U	n	U			U		U	*	
Day-care: large family (§ 9-5.3818)	A	A	A	A	A	A						-	I					*	
Day-care: small family (§ 9-5.3817)	Ь	Ь	Ь	Ь	Ь	Ь						1						*	
Senior Group Housing	Ω	Ω	Ω	Ω	U	U						U					U	*	
Family care home	Ь	Ь	Ь	Ь								U							
Fraternity-sororit y house/dormitory	U	N	Ω	U	Ω	Ω						U						*	
Home occupations	A	V	A	A	A	A						A						*	
Hospice ¹⁰			U	U	U	U		U	U			n					U2	*	

CB	1			[
ES9	*	*	*	*	*
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M-2	- 1			Ω	
OS M-1 M-2					
so					
WF				Ω	
MC R			U		Ω
C-0 C-1 C-2 C-3 MC R				Ω	
C-2					
C-1	-				U
C-0	-				U
PB C	1				
R-3 5	-	Ω	P, U ¹¹		U
R-2 5	1	Ω	P, U ¹¹		Ω
R-2 0		Ω	N		Ω
R-1 0	d	Ω	N		Ω
R-4 R-6	Ь				
RE RR	d				
	Manufactured, modular home; mobile home (§ 9-5.3804)	Mobile home park	Multiple-family: condominium, apartment, town-house (§ 9-5.3820)	Recreational vehicle park (§ 9-5.3830)	Residential care facility ¹⁰

	RE RR	R-4 R-6	R-1	R-2 0	R-2	R-3	PB	C-0	C-1	C-2	C-3	MC	WF	SO	M-1	M-2	Н	ES9	CB
Residential hotel			U	U	U	U		U	U	U	U	U						*	
Room & boarding house			U	U	U	U		U	U	U	U	U						*	ĺ
Second residential unit (§ 9-5.3805)	A	A	А	A	A	A												*	
Single-family dwelling	Р	P	U	P1	P1	P1						U	U					*	
Tobacco and paraphernalia retailers (§ 9-5.3843)											U								
Two-family dwelling			Ь	Ь	Ь	Ь						U						*	
PUBLIC AND SEMI-PUBLIC USES	MI-PU	BLIC	OSE	·		i				i	i		,	,	•	•	•		
Bus & transit maintenance facility													U		U	U		*	
Bus & train terminal													U		n	U		*	
Clubs & Lodges (private & public)		n	n	n	Ω	n	n	n	n	n	n	n	n				n	*	

	RE RR	RE R-4 R-1 RR R-6 0	R-1	R-2 R-2 R-3 0 5 5	R-2 5		PB C	C-0	C-1	C-2	C-3	MC R	WF	so	OS M-1 M-2	M-2	Н	ES9	CB
Convalescent and Extended Care			U	U	n	U						U					n		
Correctional facility ¹²															U	U			
Cultural institutions							U	U		Ω	Ω	U	U		U		U	*	
Government offices							U	Ь	d	d	d	U			U	U		*	
Heliport (§ 9-5.3806)							U						U		U	U	n	*	
Homeless shelter													-		U	U		Ь	1

	RE RR	R-4 R-6	R-1	R-2 0	R-2 5	R-3	PB C	C-0	C-1	C-2	C-3	MC R	WF	SO	M-1	M-2	Н	ES9	CB
Hospitals (§ 9-5.3827):																			
Acute care							U	U				U			U		U	*	
Rehabilitation							U	U				U			U		U	*	
Psychiatric/ chemical dependency							n	U				U			U		U	*	[
Medical care—urgent							U	U				U			P	U	Р	*	
Parks	Р	Р	Ь	Ь	P	P	Ь	P		U	U	U	Ь	P	U	U		*	
Public assembly	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	
Public safety facilities	U	U	n	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	
Public utility yard													U		U	U		*	
Religious assembly ³ (§ 9-5.3832)		U	n	n	U	U	n	n	U	U	n	U	U				U	*	
Satellite antenna (§ 9-5.3807)	А	А	А	A	Ą	Ą	Ą	Ą	Ą	Ą	A	Ą	А		А	А	А	*	
Schools, private and preschools	U	U	U	n	n	n	n	n	n	n		n			U		U	*	

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C-2	U		Ω	Ω			d	Ь	Ω
C-1	U							d	Ω
C-0	U							d	
PB C	U								
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R-2 5	U								
R-2 0	U								
R-1 0	U								
R-4 R-6	U								
RE RR	U	JSES			Ь				
	Utility substations	COMMERCIAL USES	Adult book stores, motion picture arcades, and model studios (§ 9-5.3808)	Adult entertainment, other (\$ 9-5.3808)	Agricultural uses (§ 9-5.3809)	Appliance maintenance & repair services:	Major	Minor	Amusement center (§ 9-5.3813)

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2	R-3	PB	C-0	C-1	C-2	C-3	MC	WF	SO	M-1	M-2	Н	ES9	СВ
Animal hospital veterinary clinics							U		U	U	U	U	[U	U		*	
Antique store										Ь	Ь	A	U		U			*	
Auto sales, rental							U			U	U	U						*	
Auto storage															U	U		*	
Auto service station (§ 9-5.3815)									Ω	U	U	U			U	U		*	
Auto repair:																			
Major							U				U	U			U	Ь		*	
Minor							U		U	U	U	U			Ь	Ь		*	
Bakeries-retail							-		Ь	Ь	Ь	Ь	U		Ь	P		*	
Bank or savings & loan							Р	Р	Ь	Р	Р	Р						*	
Bar (§ 9-5.3831)				1	-	-	-	-	-	U	U	n	U	-	-	-		*	
Barber & beauty shop									Ь	Ь	Ь	Ь						*	

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	SO	M-1	M-2	Н	ES9	СВ
Bed and breakfast inns (§ 9-5.3819)	U	U										U	U					*	
Boat repair																			
Major		_					U				U	U	U		U	Ь		*	
Minor							U	Î	U	U	U	U	U		Ь	Ь		*	
Boat, RV—storage facility (§ 9-5.3810)											U	U	U		U	Ь		*	
Bowling alleys (§ 9-5.3831)										U	U	U						*	
Cannabis business (§ 9-5.3845)																			U^{13}
Car and vehicle wash										U	U	U	U		U	U		*	
Card room		_								U	U							*	
Catering services							-			Ь	Ь	Ь	А		U			*	
Clothing store										Ь	Ь	Ь	А			-		*	

CB													
ES9 (*	*	*		*	*	*	*	*	*	*	*	*
Н	U		Ь		n						1		n
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MC N	n .	Ь.	P .		n	n.	n .	n.	U .	Ь	n	U	. n
C-3 N	U	P	Ь		n	Ь	n	n	Ь	Ь	n	Ь	Ъ
C-2 6	U	Ь	Ь		n	Ь	n	n	Ь	Ь	U	Ь	Ь
C-1	U	Ь	Ь		U	U		U				U	n
C-0	U												
PB C	U	[Ь										U
R-3													
R-2											-		
R-2 0											[
R-1											-		
R-4 R-6													
RE RR													
	Drive-up window (all uses)	Dry cleaning agencies; pick-up and self-serve	Florist shop	Food stores (§ 9-5.3831):	Convenience store	Supermarket	Fortune-teller's	Funeral parlor & mortuary	Furniture stores	Gift shop	Gun sales (§ 9-5.3833)	Hardware store	Health club/fitness center

	RE RR	R-4 R-6	RE R-4 R-1 R-2 R-2 R-3 PB RR R-6 0 0 5 5 C	R-2 0	R-2	R-3 5	PB C	C-0	$\begin{bmatrix} C-0 & C-1 & C-2 & C-3 & MC & V \end{bmatrix}$	C-2	C-3	MC R	WF OS M-1 M-2 H	SO	M-1	M-2	Н	ES9 CB	СВ
Hotel & motels							Us	U		d	Ь	Ь	U		SU		N	*	
Jewelry store										Ь	Ь	Ь	N					*	
Kennels										U	U				U	U		*	
Laboratories; medical, dental, optical							Ъ	P U	n	n	n	U			n		Ь	*	

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3	PB C	C-0	C-1	C-2	C-3	MC R	WF	so	M-1	M-2	Н	ES9	СВ
Launderette									Ь	Ь	Ь	Ь						*	
Liquor stores (§ 9-5.3831)									U	U	U	U						*	[
Live entertainment										U	U	U	U					*	
Marina													U					*	
Miniature golf courses										U	Ne	U			U			*	
Mini-storage												U	U		U	Ь		*	
Nurseries (horticulture) (§ 9-5.3824)										Ь	Ь	U	U		Ь	Ь		*	
Offices:																			
Business & professional							Ь	Ь	U	Ь	Ь	Ь	n				Р	*	
Medical (includes clinics)							Ь	Ь	U	Ь	Ь	Ь	U				Р	*	
Paint store					-		-	-		Ь	Ь	U	1	-	U	-		*	
Parking lot (commercial) (§ 9-5.3837)							A	A	А	A	A	А	A	A	Ъ	Ь	A	*	

СВ				
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WF OS M-1 M-2 H ES9 CB			d d d	
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so				
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PB C			Ω	
R-2 R-2 R-3 PB C-0 C-1 C-2 C-3 MC R				
R-2 5				
RE R-4 R-1 RR R-6 0				
R-4 R-6				
RE RR				
	Pawn shops	Pet shop	Pharmacy	Photographer

CB									
ES9	*	*		*	*	*	*	*	*
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WF									U7
MC R	U	Ь		Ъ	A	A			U
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C-2	U	Ь		Ь	A	A			
C-1	P	U		Р	A	A			
C-0	P			_					
PB C									
R-3 5									
R-2 5				_					
R-2									
R-1									
R-4 R-6									
RE RR									
	Printing & blue printing	Radio & TV sales & repair	Recycling facilities:	Reverse vending machines (\$ 9-5.3811)	Small collection facility (§ 9-5.3812)	Large collection facility (§ 9-5.3813)	Light processing facility	Heavy processing facility (§ 9-5.3815)	Repair service

	RE RR	R-4 R-6	R-1 0	R-2	RE R-4 R-1 R-2 R-2 R-3 RR R-6 0 0 5 5	R-3 5	PB C	C-0	C-0 C-1 C-2 C-3 $\frac{MC}{R}$ WF OS M-1 M-2 H	C-2	C-3	MC R	WF	so	M-1	M-2	Н	ES9 CB	СВ
Restaurants (§§ 9-5.3823 and 9-5.3831):																			
General							Ь	Ь	Ь	Ь	Ь	Ь	Ь		Us			*	
Fast food							U			U	N	U	U		Us			*	
Outdoor seating & food service							U	U	U	U	U	U	U		Us	U		*	
Take out/delivery							Ъ	Ω	Ь	Ь	Ь	Ь	U		Us			*	

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P P

	RE	R-4 R-6	RE R-4 R-1 RR R-6 0	R-2	R-3	R-2 R-2 R-3 PB C-0 C-1 C-2 C-3 MC WF OS M-1 M-2 H	C-0	C-1	C-2	C-3	MC R	WF	SO	M-1	M-2	Н	ES9 CB	CB
Vehicle/boat/ equipment sales & rental (\$ 9-5.3825)					I	N ₈	l		n	n	n	n		n	n	I	*	
INDUSTRIAL USES	ES																	
Animal rendering															U		*	
Bakery- commercial														Ь	Ь		*	

	RE RR	R-4 R-6	R-1	R-2 0	R-2	R-3	PB C	C-0	C-1	C-2	C-3	MC	WF	SO	M-1	M-2	Н	ES9	CB
Beverage bottling plant															U	Ь		*	
Boat building													U		U	Ь		*	
Cement or clay products manufacturing															U	U		*	
Concrete batch plant																U		*	1
Contractor's storage yard															U	Ь		*	
Dairy products processing															U	Ь		*	
Dry cleaners processing															U	U		*	
Exterminator															U	Ь		*	
Finished paper production															U	U		*	
Food processing plant															U	Ь		*	1
Fuel yard; bulk petroleum storage																n		*	

	RE RR	R-4 R-6	RE R-4 R-1 RR R-6 0	' '	R-2	R-2 R-2 R-3 PB 0 5 5 C	PB C	C-0	C-0 C-1 C-2 C-3 MC WF OS M-1 M-2 H I	C-2	C-3	MC	WF	SO	M-1	M-2	Н	3S9	CB
Garment manufacture															U	U		*	
Hazardous waste facilities (§ 9-5.3826):																U		*	
Small generator (§ 9-5.3826)									U	n n	U	U			U	U		*	

CB									
ES9	*	*	*	*	*	*	*	*	*
H			1						
M-2	Ω	Ω	Ω	Ω	Ω	d	n	Ω	
M-1			Ω		Ω	Ω		Ω	
SO									
WF									
MC R									
C-3									
C-2									
C-1		_		_					
C-0		_		_					
PB C									
R-3 5									
R-2 5		_							
R-2 0									
R-1 0									
R-4 R-6									
RE RR									
	Large generator (§ 9-5.3826)	Processor (§ 9-5.3826)	Household hazardous waste facility (§ 9-5.3826)	Junk yard/auto wrecking yard	Lumber yard	Machine shop	Manufacturing or storage of explosives, acid, cement, fertilizer, gas, inflammable fluids, glue, gypsum, lime, plaster of paris	Mining & quarry; resource extraction	Oil & gas drilling

	RE RR	R-4 R-6	R-1 0	RE R-4 R-1 R-2 R-2 R-3 PB RR R-6 0 0 5 5 C	R-2	R-3		C-0	$C-0 C-1 C-2 C-3 \frac{MC}{R} WF C$	C-2	C-3	MC R	WF	SO	OS M-1 M-2	M-2	Н	ES9 CB	CB
Oil & gas production																		*	
Photographic plants															U	U		*	
Plastic fabrication															U	U		*	
Research & development							U					n			U	U		*	

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	SO	M-1	M-2	Н	ES9	СВ
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Stockyards/ slaughterhouses																U		*	
Stone monument works															U	Ь		*	
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Truck & tractor repair															U	Р		*	
Warehousing & wholesaling							n								U	Ъ		*	
TEMPORARY USES	ES																		

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C-3	A	A	A	A	A
C-2	A	A	A	A	A
C-1 C-2	A	A	A	A	A
C-0	A	A	A	A	A
PB C	A	A	A	A	A
R-3	A	A	А	А	[
R-2 5	A	A	A A	A	
R-2 0	A	A	A	Y	
R-1	A	A	A	A	
R-4 R-6	A	A	A	A	
RE RR	A	A	А	A	
	Removal of earth (§ 9-5.3822)	Temporary construction building and uses (§ 9-5.3821)	Outdoor display of merchandise (in conjunction with a non-residential use)	Special outdoor events (§§ 9-5.3828 and 9-5.3831)	Christmas tree and pumpkin sale lots (§ 9-5.3829)

- Single-family dwellings existing prior to the effective date of this section are permitted uses, conforming to the R-20 zone; however, development of new single-family dwelling units, other than replacement of existing single-family dwellings, are prohibited within the R-20 zone.
 - Use may be permitted as an ancillary use if it is incidental to an otherwise permitted or conditionally permitted use within this zoning district.
- Legally established churches existing prior to the effective date of this section are permitted uses, conforming to the PBC, C-O, C-1, C-2, and C-3 zone; however, development of new religious assembly uses, other than replacement of existing uses, is

prohibited within these zoning districts.

- Funeral services are limited to "J" Street, Fourth Street, and the area between Fourth and Fifth Streets.
- May be located only on sites adjacent to freeway interchanges.
- May be located along Somersville Road north of the SR-4 freeway.
- Marine repair only. Permitted as an ancillary service for waterfront activities.
- 8. Boat sales and repair only.
- In the case of the Emergency Shelter Overlay District, where no letter or number is included in the table for a particular land use, the regulations of the base zone apply. Emergency shelters are permitted by right in the Emergency Shelter Overlay District if they meet all standards of § 9-5.3835, Emergency Shelters, of this article.
- Hospices and residential care facilities providing care for up to six patients are a permitted use in any district where residential uses are allowed.
- Up to 20 units/acre permitted by right subject to compliance with all other applicable standards.
- Subject to a conditional use permit on a site at least one quarter mile from any type of residential care facility, social service eet from a school, library, public park, recreation area or any property zoned or used for residential development. See § 9-5.3838, institution, welfare institution, or a similar type of facility; at least one mile from another correctional facility; and at least 1,000 Correctional Facilities, for additional requirements.
- 13. Cannabis business requires approval of a use permit by the City Council upon recommendation by the Planning Commission. See § 9-5.3845.

(Am. Ord. 930-C-S, passed 7-29-97; Am. Ord. 1080-C-S, passed 10-24-06; Am. Ord. 2072-C-S, passed 10-22-13; Am. Ord. 2075-C-S, passed 11-26-13; Am. Ord. 2077-C-S, passed 12-10-13; Am. Ord. 2089-C-S, passed 6-24-14; Am. Ord. 2096-C-S, passed 2-24-15; Am. Ord. 2143-C-S, passed 6-26-18; Am. Ord. 2158-C-S, passed 12-11-18; Am. Ord. 2169-C-S, passed 6-25-19)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney 745

SUBJECT: Discussion Item: Proposed Amendment to the Antioch Municipal

Code Adding Section 9-5.3848, Regarding Temporary Cannabis

Events on Public Property

RECOMMENDED ACTION

It is recommended that the City Council discuss amending the Antioch Municipal Code to add Section 9-5.3848 regarding temporary cannabis events on public property and provide direction to staff.

FISCAL IMPACT

The proposed action may generate increased revenue by allowing limited temporary cannabis events linked with retail sales by Antioch licensed cannabis businesses.

DISCUSSION

The state Department of Cannabis Control ("Department") has the discretion to authorize a temporary cannabis event. Only the holder of a temporary cannabis event license issued by the Department may hold a temporary cannabis event, which is subject to additional restrictions as a Type 14 cannabis license holder. Restrictions on a temporary cannabis event include limited duration and hours, Department approval of security, prohibition on sales of tobacco or alcohol at the event, restrictions on storage and marking of cannabis, track-and-trace regulations, and exclusion of minors.

One possible location for a temporary cannabis event is the Contra Costa County Fair (the "County Fair"), which is a District Agricultural Association site that holds fairs, expositions, and exhibitions to highlight various industries, enterprises, resources, and products of the state. The City could also approve other locations for an event to be held.

Although the City may not have land use control over the County Fair, the Department of Cannabis Control requires approval by the applicable city or county for an event to be held on that type of public property.

Staff seeks direction from City Council concerning whether it seeks an ordinance that will grant discretion to the City Council to allow a temporary cannabis event at the County Fair and/or other locations within the City.

A temporary cannabis event may include retail sales. To assure the City benefits from a temporary cannabis event within its boundaries, the proposed ordinance would impose a condition that any retail sales only be conducted pursuant to a cannabis retail license issued by the City.

The Department requires submittal of a security plan for a temporary cannabis event. However, to protect any interests unique to the City, the proposed ordinance would require the event organizer to provide not only a security plan, but also a traffic control plan, satisfactory to the City. Likewise, while the Department requires evidence of insurance, the proposed ordinance would require the event organizer to provide insurance satisfactory to the City Attorney prior to the event.

The Department has the discretion to immediately halt the temporary cannabis event if certain violations occur. The proposed ordinance includes a similar restriction on the event so that the City can be assured that the event and the event organizer comply with the City's terms and conditions.

ATTACHMENTS

A. Cannabis Events - State Regulations – Type 14 Event License

§ 15600. Cannabis Event Organizer License. 4 CA ADC § 15600 BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations <u>Currentness</u>
Title 4. Business Regulations
Division 19. Department of Cannabis Control
Chapter 5. Cannabis Events

4 CCR § 15600

§ 15600. Cannabis Event Organizer License.

- (a) To obtain a temporary cannabis event license, the event organizer must first apply for and obtain a cannabis event organizer license.
- (b) A cannabis event organizer licensed under this section shall comply with chapter 1 of this division except for sections 15006, 15007, 15010, 15019, 15025, 15027, 15034, 15038, 15042, 15044, and 15046-15052.1.
- (c) A cannabis event organizer licensee is not authorized or licensed to cultivate, distribute, manufacture, or retail cannabis or cannabis products without first obtaining the appropriate licenses or authorizations to engage in such commercial cannabis activities.

Note: Authority cited: Section 26013, Business and Professions Code. Reference: Sections 26012 and 26200, Business and Professions Code.

HISTORY

- 1. Change without regulatory effect relocating chapter 5 from title 16, division 42 and renumbering and amending former title 16, section 5600 to new title 4, section 15600 filed 7-14-2021 pursuant to section 100, title 1, California Code of Regulations (Register 2021, No. 29). For prior history of title 16, division 42, see Register 2019, No. 3.
- 2. Amendment of section and Note filed 9-27-2021 as an emergency; operative 9-27-2021 (Register 2021, No. 40). This filing is a deemed emergency pursuant to Business and Professions Code sections 26013(b)(3) and 26153.1(k). A Certificate of Compliance must be transmitted to OAL by 3-28-2022 or emergency language will be repealed by operation of law on the following day.

This database is current through 12/10/21 Register 2021, No. 50

4 CCR § 15600, 4 CA ADC § 15600

§ 15601. Temporary Cannabis Event Requirements. 4 CA ADC § 15601 BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations <u>Currentness</u>
Title 4. Business Regulations
Division 19. Department of Cannabis Control
Chapter 5. Cannabis Events

4 CCR § 15601

§ 15601. Temporary Cannabis Event Requirements.

- (a) A temporary cannabis event license authorizes a licensed cannabis event organizer to hold a temporary cannabis event where the onsite sale and consumption of cannabis goods is authorized at the location indicated on the license during the dates indicated on the license.
- (b) Violations of the requirements applicable to temporary cannabis events may result in disciplinary action against the cannabis event organizer license or any other licenses held by a licensee participating in the temporary cannabis event and responsible for a violation under this division or the Act.
- (c) A temporary cannabis event license shall only be issued for a single day or up to 4 consecutive days. No temporary cannabis event license will be issued for more than 4 days.
- (d) An application for a temporary cannabis event license shall be submitted to the Department no less than 60 calendar days before the first day of the temporary cannabis event.
- (e) A temporary cannabis event may only be held at a county fair event, district agricultural association event, or at another venue expressly approved by a local jurisdiction for the purpose of holding a temporary cannabis event.
- (f) A temporary cannabis event license shall not be issued for a premises that is licensed for the sale of alcohol or tobacco.
- (g) If the list of licensees and employees participating in the temporary cannabis event changes after the application is submitted or after the licensee is issued, the applicant shall submit with the Licensee Notification and Request Form, Notifications and Requests Regarding Regulatory Compliance, DCC-LIC-028 (New 9/21), incorporated herein by reference, an updated list and an updated diagram, as required in section 15002.1(b)(5), to the Department no less than 72 hours before the event. Licensees not on the list submitted to the Department shall not participate in the temporary cannabis event.
- (h) The licensed cannabis event organizer shall hire or contract for security personnel to provide security services at the licensed temporary cannabis event. All security personnel hired or contracted for by the licensee shall be at least 21 years of age, licensed by the Bureau of Security and Investigative Services, and comply with chapters 11.4 and 11.5 of division 3 of the Business and Professions Code. Security personnel shall be present on the licensed premises at all times cannabis goods are available for sale and/or cannabis goods consumption is allowed on the licensed premises.
- (i) A licensed cannabis event organizer shall maintain a clearly legible sign not less than 7 inches by 11 inches in size, reading "No Persons Under 21 Allowed" at or near each public entrance to any area where the sale or consumption of cannabis goods is allowed. The lettering of the sign shall be no less than 1 inch in height.
- (j) All cannabis waste generated at a temporary cannabis event shall be collected and disposed of in accordance with the requirements of section 17223. The licensed cannabis event organizer may contract or arrange for the collection and disposal of cannabis waste generated during the temporary cannabis event.
- (k) A licensed cannabis event organizer and all other licensees participating in a temporary cannabis event are required to comply with section 15037 and all other applicable requirements in the Act and this division pertaining to record keeping.
- (/) The Department may require the event organizer and all participants to cease operations without delay if, in the opinion of the Department or local law enforcement, it is necessary to protect the immediate public health and safety of the people of the state. Upon notification from the Department that the event is to cease operations, the event organizer shall immediately stop the event and all participants shall be removed from the premises within the time frame provided by the Department.

(m) Upon notification from the Department, the event organizer shall immediately expel from the event any person selling cannabis goods without a license from the Department that authorizes the participant to sell cannabis goods. The event organizer or their representative shall remain with the person being expelled from the premises at all times until he or she vacates the premises. If the person does not vacate the premises, the Department may inform the event organizer that the event must cease operations. Upon notification from the Department that the event is to cease operations, the event organizer shall immediately stop the event and all participants shall be removed from the premises within the time frame provided by the Department.

Note: Authority cited: Section 26013, Business and Professions Code. Reference: Sections 26012 and 26200, Business and Professions Code.

HISTORY

- 1. Change without regulatory effect renumbering and amending former title 16, section 5601 to new title 4, section 15601 filed 7-14-2021 pursuant to section 100, title 1, California Code of Regulations (Register 2021, No. 29). For prior history of title 16, division 42, see Register 2019, No. 3.
- 2. Amendment of section heading and section filed 9-27-2021 as an emergency; operative 9-27-2021 (Register 2021, No. 40). This filing is a deemed emergency pursuant to Business and Professions Code sections 26013(b)(3) and 26153.1(k). A Certificate of Compliance must be transmitted to OAL by 3-28-2022 or emergency language will be repealed by operation of law on the following day.

This database is current through 12/10/21 Register 2021, No. 50

4 CCR § 15601, 4 CA ADC § 15601

§ 15602. Temporary Cannabis Event Sales. 4 CA ADC § 15602 BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations <u>Currentness</u>
Title 4. Business Regulations
Division 19. Department of Cannabis Control
Chapter 5. Cannabis Events

4 CCR § 15602

§ 15602. Temporary Cannabis Event Sales.

- (a) Only persons age 21 or older may purchase and consume cannabis goods at a temporary cannabis event. Prior to selling cannabis goods to a customer, the licensee making the sale shall confirm, using valid identification as specified in section 15404 of this division, the age and identity of the customer.
- (b) All sales of cannabis goods at a temporary cannabis event must occur in a retail area as designated in the premises diagram pursuant to section 15002.1(b)(5) of this division.
- (c) Each sale at a temporary cannabis event shall be performed by a licensed retailer, a licensed non-storefront retailer, or licensed microbusiness that is authorized to engage in retail sales. The cannabis event organizer may also sell cannabis goods at the temporary cannabis event if the organizer separately holds a license authorizing the retail sale of cannabis goods.
 - (1) Licensed retailers or licensed microbusinesses shall only conduct sales activities within their specifically assigned area, identified in the diagram of the physical layout of the temporary cannabis event.
 - (2) Mobile sales activities via wagon, cart, or similar means are prohibited at the temporary cannabis event site.
- (d) Licensed retailers or licensed microbusinesses must prominently display their temporary cannabis event location number and state license within plain sight of the public.
- (e) All sales at a temporary cannabis event shall occur on the dates stated on the license and shall occur at the location stated on the license. All onsite sales of cannabis goods must comply with the hours of operation requirements of section 15403 of this division.
- (f) Sale of alcohol or tobacco shall not be allowed on the licensed temporary cannabis event premises.
- (g) The cannabis goods sold onsite at a temporary cannabis event shall be transported by a licensed distributor or licensed microbusiness in compliance with the Act and this division. All shipments of cannabis goods and non-cannabis goods intended for sale at a temporary cannabis event must be checked by the temporary cannabis event organizer staff to prevent prohibited items, such as alcohol and tobacco, from entering the licensed premises.
- (h) Except small amounts of cannabis goods used for display, all cannabis goods for sale at a temporary cannabis event shall be stored in a secure, locked container that is not accessible to the public. Cannabis goods being stored by a licensee at a temporary cannabis event shall not be left unattended. Licensees may share the secure, locked container; however, each licensee using the container shall be held responsible for any violations of this section and subject to disciplinary action.
- (i) All cannabis goods made available for sale at a cannabis event shall comply with all requirements for the retail sale of cannabis goods within the Act and section 15406 of this division.
- (j) All cannabis goods made available for sale at a temporary cannabis event shall comply with all track and trace requirements within the Act and this division.
- (k) All cannabis goods used for display at a temporary cannabis event shall comply with the requirements of section 15405 of this division.
- (/) All cannabis goods sold at a temporary cannabis event shall comply with section 15413 of this division.
- (m) All customer returns of cannabis goods at a temporary cannabis event shall comply with section 15410 of this division.
- (n) The daily sales limits under section 15409 of this division apply to all sales made at a temporary cannabis event.

- (o) A licensed retailer shall only provide free cannabis goods to a person at a temporary cannabis event if the licensed retailer complies with all requirements of section 15411 of this division.
- (p) The licensed cannabis event organizer shall be responsible for ensuring that all rules and requirements for the onsite sale of cannabis goods are followed.
- (q) Any compensation paid from a licensed retailer to a licensed cannabis event organizer for participation in a temporary cannabis event shall not be determined based on, or be contingent on, the sale of cannabis goods.

Note: Authority cited: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26200, Business and Professions Code.

HISTORY

- 1. Change without regulatory effect renumbering and amending former title 16, section 5602 to new title 4, section 15602 filed 7-14-2021 pursuant to section 100, title 1, California Code of Regulations (Register 2021, No. 29). For prior history of title 16, division 42, see Register 2019, No. 3.
- 2. Amendment of subsections (b) and (g) filed 9-27-2021 as an emergency; operative 9-27-2021 (Register 2021, No. 40). This filing is a deemed emergency pursuant to Business and Professions Code sections 26013(b)(3) and 26153.1(k). A Certificate of Compliance must be transmitted to OAL by 3-28-2022 or emergency language will be repealed by operation of law on the following day.

This database is current through 12/10/21 Register 2021, No. 50

4 CCR § 15602, 4 CA ADC § 15602

§ 15603. Temporary Cannabis Event Consumption. 4 CA ADC § 15603 BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations <u>Currentness</u>
Title 4. Business Regulations
Division 19. Department of Cannabis Control
Chapter 5. Cannabis Events

4 CCR § 15603

§ 15603. Temporary Cannabis Event Consumption.

- (a) Access to the area where cannabis consumption is allowed shall be restricted to persons 21 years of age or older.
- (b) The event organizer licensee shall ensure that cannabis consumption is not visible from any public place or non-age-restricted area.
- (c) Consumption of alcohol or tobacco shall not be allowed on the licensed premises.
- (d) All requirements for onsite cannabis consumption imposed by the relevant local jurisdiction shall be followed and smoking of cannabis goods shall be prohibited in any areas where smoking is prohibited by law.
- (e) The licensed cannabis event organizer, who holds the temporary cannabis event license, shall be responsible for ensuring that all rules and requirements for the onsite consumption of cannabis goods are followed.
- (f) A licensed cannabis event organizer and all other licensees participating in a temporary cannabis event are required to follow all applicable requirements in this division pertaining to record keeping and waste management.

Note: Authority cited: Section 26013, Business and Professions Code. Reference: Section 26200, Business and Professions Code.

HISTORY

1. Change without regulatory effect renumbering former title 16, section 5603 to new title 4, section 15603 filed 7-14-2021 pursuant to section 100, title 1, California Code of Regulations (Register 2021, No. 29). For prior history of title 16, division 42, see Register 2019, No. 3.

This database is current through 12/10/21 Register 2021, No. 50

4 CCR § 15603, 4 CA ADC § 15603

§ 15604. Informational or Educational Cannabis Events. 4 CA ADC § 15604 BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations <u>Currentness</u>
Title 4. Business Regulations
Division 19. Department of Cannabis Control
Chapter 5. Cannabis Events

4 CCR § 15604

§ 15604. Informational or Educational Cannabis Events.

- (a) Informational or educational cannabis events where no sales of cannabis goods or consumption of cannabis goods is occurring are not required to be licensed by the Department.
- (b) A person may display cannabis or cannabis products for informational or educational purposes consistent with Health and Safety Code sections 11362.1 and 11362.77.

Note: Authority cited: Section 26013, Business and Professions Code. Reference: Section 26013, Business and Professions Code; and Sections 11362.1 and 11362.77, Health and Safety Code.

HISTORY

- 1. Change without regulatory effect renumbering and amending former title 16, section 5604 to new title 4, section 15604 filed 7-14-2021 pursuant to section 100, title 1, California Code of Regulations (Register 2021, No. 29). For prior history of title 16, division 42, see Register 2019, No. 3.
- 2. Amendment of subsection (b) filed 9-27-2021 as an emergency; operative 9-27-2021 (Register 2021, No. 40). This filing is a deemed emergency pursuant to Business and Professions Code sections 26013(b)(3) and 26153.1(k). A Certificate of Compliance must be transmitted to OAL by 3-28-2022 or emergency language will be repealed by operation of law on the following day.

This database is current through 12/10/21 Register 2021, No. 50

4 CCR § 15604, 4 CA ADC § 15604



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

SUBJECT: Resolution Approving a New Class Specification for Youth Services

Programs Coordinator, Assigning a Salary Range, and Assigning the Classification to the Operating Engineers Local Union No. 3

Representational Unit IV Bargaining Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the New Class Specification for Youth Services Programs Coordinator, assigning a salary range, and assigning the classification to the Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit.

FISCAL IMPACT

The salary range (without benefits) for one (1) Youth Services Programs Coordinator is \$54,144 - \$65,820. The total annual range of cost of funding (1) Youth Services Programs Coordinator with benefits is (Step A – Step E) \$110,389 - \$128,276. The cost of this position is included in the General Fund Fiscal Year 2021-23 Budget as a Recreation Programs Coordinator.

DISCUSSION

The Recreation Programs Coordinator position for youth services was approved by City Council on June 22, 2021 with the adoption of the Fiscal Year 2021-23 Budget. Realizing that this classification is specific to youth services, staff developed the Youth Services Programs Coordinator class specification that is specific to youth. This classification will assist the Youth Services Network Manager to efficiently launch and maintain youth specific activities and programs. Some of the duties include:

- Promote and coordinate specific activities within youth services; prepare program event and facility marketing materials including news releases, flyers, schedules of events, pamphlets and brochures.
- Participate in the selection of youth staff and interns for assigned areas; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

• Respond to inquiries and concerns regarding youth activities; research and resolve conflicts as required.

Please refer to Attachment A – Exhibit 1 for the Youth Services Programs Coordinator Class Specification.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Youth Services Programs Coordinator Class Specification

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A NEW CLASS SPECIFICATION FOR YOUTH SERVICES PROGRAMS COORDINATOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE OPERATING ENGINEERS LOCAL UNION NO. 3 REPRESENTATIONAL UNIT IV BARGAINING UNIT

WHEREAS, the City has an interest in the effective and efficient management of the classification plan;

WHEREAS, City Council has appropriated for and approved a Recreation Programs Coordinator on June 22, 2021 with the adoption of the Fiscal Year 2021 – 23 Budget;

WHEREAS, staff realized there was a need for a youth specific class specification and developed the Youth Services Programs Coordinator class specification with the same salary range as the Recreation Programs Coordinator class specification;

WHEREAS, for internal equity purposes the recommended salary range for the Youth Services Programs Coordinator Classification is \$4,512 - \$5,485 per month;

WHEREAS, the Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit has reviewed and approved the class specification; and

WHEREAS, the Youth Services Programs Coordinator Class Specification will be assigned to the Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit.

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

<u>Section 1.</u> The Class Specification for the classification of Youth Services Programs Coordinator, attached hereto as "Exhibit 1", is hereby approved and added to the City of Antioch Employees' Classification System;

<u>Section 2.</u> The Youth Services Programs Coordinator Classification is hereby assigned a monthly salary range of \$4,512 - \$5,485; and

<u>Section 3.</u> The Youth Services Programs Coordinator Classification is hereby assigned to the Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit.

* * * * * * * * * * *

RESOLUTION NO. 2022/**

January 11, 2022 Page Two

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the city Council of the City of Antioch at a regular meeting thereof, held on the 11th day of anuary 2022, by the following vote:
YES:
OES:
BSTAIN:
BSENT:
ELIZARETH HOUSEHOLDER

CITY CLERK OF THE CITY OF ANTIOCH

YOUTH SERVICES PROGRAMS COORDINATOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general supervision, to plan, organize, promote, facilitate and coordinate various youth services, social and cultural activities. May exercise technical/functional supervision of subordinate and volunteer staff. Perform related work as required.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Plan, organize, promote, facilitate and coordinate regularly scheduled activities, special events and services.
- 2. Train and provide technical/functional supervision for subordinate and volunteer staff.
- 3. Prepare and maintain records and reports on activities.
- 4. Evaluate program effectiveness and provides recommendations for improvement or modification.
- 5. Assist in the development and implementation of the Division's goals and objectives, policies, procedures and work standards.
- 6. Act as City staff liaison to outside boards, groups and committees, and the public regarding program offerings and coordination of services.
- 7. Promote and coordinate specific activities within youth services; prepare program event and facility marketing material including news releases, flyers, schedules of events, pamphlets and brochures.
- 8. Participate in the preparation and administration of youth services programs budget for assigned area; submit budget recommendations; monitor expenditures.
- 9. Participate in the selection of youth staff and interns for assigned area; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- 10. Respond to inquiries and concerns regarding youth activities; research and resolve conflicts as required.
- 11. Maintain records and develop reports concerning new or ongoing programs and program effectiveness; maintain and file records and reports; prepare statistical reports as required.
- 12. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Basic operations, services and activities of youth programs.
- Principles of supervision, training and performance evaluation.
- Principles and practices of youth program development and implementation.
- Basic procedures, methods and techniques of budget preparation and control.
- Marketing theories, principles and practices and their application to recreation activities and facilities.
- Modern office equipment including computers.
- Basic principles of municipal budget preparation and control.
- Methods and techniques of youth specific event planning and coordination.
- Program content for specialized community activities.
- Techniques used in public relations, customer service practices, and youth engagement.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping, business letter writing, and basic report preparation.
- Appropriate safety precautions and procedures within the area of assignment.
- Social justice principles as it relates to Justice, Equity, Diversity and Inclusion (JEDI)
- Basic youth development case principals and practices.
- Pertinent federal, state and local laws, codes and regulations.

Ability to:

- Coordinate and direct assigned youth programs suited to the community.
- Elicit community and organizational support for youth programs.
- Interpret and explain City policies and procedures.
- Allocate limited resources in a cost-effective manner.
- Develop, coordinate, organize, and promote youth programs, activities, and events.
- Recruit, select, train, and support and evaluate a variety of personnel, volunteers, and interns.
- Understand community needs in youth specific areas and evaluate activities according to those needs.
- Develop, recommend, and implement goals and objectives for providing youth services.
- Respond to requests and inquiries from the general public.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Maintain program related records, statistics, and documents.
- Prepare clear and concise schedules and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in recreation, business or public administration, or a related field; or five years of experience in a municipal government setting with relatable experience involving youth ages 12 - 24; and

Experience:

A minimum of five years experience working with youth ages 12 - 24 in a leadership or coordination capacity in an organization responsible for planning and organizing youth programs and/or related activities.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain within three months of employment, appropriate, valid CPR and First Aid certificates.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in a standard office environment and at indoor and outdoor facilities with travel to different locations; incumbents may be exposed to inclement weather condition; work and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended hours including evenings and weekends.

<u>Physical</u>: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: December 2021

This class specification identifies the essential functions typically assigned to positions in this class. Other duties <u>not described</u> may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

APPROVED BY: Thomas Lloyd Smith, City Attorney

SUBJECT: Transitional Housing Ad Hoc Committee Dissolution or Creation of a

Standing Committee

RECOMMENDED ACTION

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

- 1) Adopt the resolution ratifying the term of the Transitional Housing Ad Hoc Committee from December 15, 2020 to January 11, 2022 and dissolving the ad hoc committee.
- Determine whether to establish a new ad hoc committee or create a standing committee. (Please note: Ad Hoc Committees may be dissolved, and another created with a different and specific purpose, in the same genre).

FISCAL IMPACT

This recommended action has no direct fiscal impact.

DISCUSSION

At the December 15, 2020 Special Meeting of the City Council, the City Council appointed Mayor Thorpe and Council Member Barbanica to the committee. The committee was to meet on an as needed basis to advance bridge housing activities as a pathway towards permanent housing for unhoused Antioch residents. This is an opportunity for the Transitional Housing Ad Hoc Committee members to report about the activities of their ad hoc committee. The initial term and extension dates are listed below:

- Transitional Housing Ad Hoc Committee Members Mayor Thorpe and Council Member Barbanica.
- Initial Term: December 15, 2020 to January 11, 2022.

Ad hoc committees have limited duration and cease to exist automatically when a new City Council is elected, even if there is only a partial change in City Council membership.

Staff strongly recommends that City Council dissolve the ad hoc committee prior to reaching the one-year point. Upon dissolution of an ad hoc committee, the City Council's options include, but are not limited to, forming a new ad hoc committee with a different goal or creating a standing committee.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH RATIFYING THE TERM OF THE TRANSITIONAL HOUSING AD HOC COMMITTEE AND DISSOLVING THE AD HOC COMMITTEE

WHEREAS, on December 8, 2020, the Transitional Housing Ad Hoc Committee was terminated when the newly elected City Council was sworn into office;

WHEREAS, the committee was expected to meet on an as needed basis to advance bridge housing opportunities as a pathway towards permanent housing for unhoused Antioch residents; and

WHEREAS, on December 15, 2020, at the Special Meeting of the City Council, Mayor Thorpe and Council Member Barbanica were appointed to serve on the Transitional Housing Ad Hoc Committee.

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

- 1. Ratifies the term of the Transitional Housing Ad Hoc Committee from December 15, 2020 to January 11, 2022; and
- 2. Dissolves the Transitional Housing Ad Hoc Committee upon passage and adoption of this resolution on January 11, 2022.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the

City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of January 2022, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER
	CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 11, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

APPROVED BY: Thomas Lloyd Smith, City Attorney

SUBJECT: Community Violence Solutions Ad Hoc Committee Extension,

Dissolution or Creation of a Standing Committee

RECOMMENDED ACTION

It is recommended that the City Council:

1) Receive an update from Committee members of the Community Violence Solutions Ad Hoc Committee on their ad hoc committee activities.

2) Determine whether to extend the ad hoc committee, dissolve the ad hoc committee or create a standing committee. (Please Note: Ad Hoc Committees may be dissolved, and another created with a different and specific purpose, in the same genre).

FISCAL IMPACT

The recommended action has no direct fiscal impact on City finances.

DISCUSSION

At the June 8, 2021 City Council meeting, the City Council formed the Community Violence Solutions Ad Hoc Committee. This is an opportunity for the Community Violence Solutions Ad Hoc Committee members to report about the activities of their ad hoc committee. The initial term and extension dates are listed below:

Community Violence Solutions Ad Hoc Committee Members – Mayor Thorpe and Council Member Torres-Walker.

Initial Term: June 8, 2021 to December 8, 2021.

Ad hoc committees have limited duration and cease to exist automatically when a new City Council is elected, even if there is only a partial change in City Council membership. Staff strongly recommends that City Council dissolve an ad hoc committee prior to one year in duration and either form a new ad hoc committee with a different goal or create a standing committee.

ATTACHMENT None